



AIRCRAFT SERVICE INTERNATIONAL GROUP™

March 7, 2007

VIA FEDERAL EXPRESS

Ms. Kim Muratore (SFD-7-5)
US EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105

Re: Request for Information
San Fernando Valley Area 1 / North Hollywood Superfund Site ("the Site")

Dear Ms. Muratore:

In response to a Request for Information from your office dated November 22, 2006, enclosed please find Aircraft Service International, Inc.'s written responses accompanied by documentation supporting same.

Please note that page two (2) of the Purchase and Sale Agreement Including Exhibits & Disclosure between TBI Overseas Holdings, Inc., (AGI) and Aircraft Service International, Inc., at Tab #3 is redacted to protect certain confidential business information. Aircraft Service International, Inc. wishes to protect this redacted information in the event records are later disclosed to the general public or a party of record. A copy of this same page with no redactions has been enclosed in an envelope stamped "Confidential".

Aircraft Service International, Inc. conducted a thorough search of its records in order to prepare this response to the EPA's Request for Information and reserves the right to supplement its response in the event additional information should become available.

Aircraft Service International, Inc. appreciates the cooperation extended by the EPA concerning this matter.

Sincerely,

Joseph I. Goldstein
General Counsel

JIG/scs

Enclosures: Response and Documents

CONFIDENTIAL
UNAUTHORIZED COPYING
OR DISCLOSURE FORBIDDEN

(a) In consideration for the sale and transfer of the Interests, the Buyer shall pay to the Seller an aggregate purchase price (the "Total Consideration") equal to:

- (i) ~~FX-4 CBI/Trade Secret~~ U.S. Dollars ~~FX-4 CBI/Trade Secret~~; plus
- (ii) all Cash remaining in the Company as of the Closing; minus
- (iii) an amount of cash, if any, required to cause the CRC Assets of the Company and the CRC Liabilities of the Company to balance to zero as of the Closing (the "CRC Balance Cash"); minus
- (iv) Debt calculated as of the Closing; minus
- (v) the amount of the Glendale Closing Budget; minus
- (vi) the amount of the underfunding of the Company's defined benefit pension plan (the "Gross Closing Pension Deficit"); plus or minus (as applicable)
- (vii) the amount of the Non-CRC Working Capital Adjustment calculated according to Section 1.2(e)(iii).

(b) At Closing, the Buyer shall pay to the Seller in same day funds a portion of the Total Consideration in an amount equal to ~~FX-4 CBI/Trade Secret~~ U.S. Dollars (the "Closing Payment"). The Buyer shall pay the remainder of the Total Consideration, or, as applicable, the Seller will refund to the Buyer a portion of the Closing Payment when and as required under Section 1.2(e).

(c) As promptly as practicable after the Closing Date, but in no event later than one hundred twenty (120) days thereafter, the Seller will deliver, or cause to be delivered, to the Buyer a statement (the "Closing Date Statement") setting forth as of 11:59 p.m. on the Closing Date the amount of the Company's (i) Cash, (ii) Debt, (iii) Gross Closing Pension Deficit, (iv) Non-CRC Working Capital, (v) CRC Assets and (vi) CRC Liabilities. The Buyer and the Company will provide to the Seller and its representatives, upon reasonable prior notice, ~~such access to the books and records of the Company that the Seller determines is reasonably~~ necessary to prepare the Closing Date Statement. On the Closing Date Statement, the amount of Debt, CRC Assets and CRC Liabilities will be calculated in accordance with GAAP and the Historic Accounting Practices, and the amount of the Gross Closing Pension Deficit will be calculated by the Company's actuaries at NY Life Insurance Company ("NY Life") applying, based on the census of the Company conducted on December 31, 2003, the same actuarial procedures and policies historically applied by NY Life, which are attached hereto as Exhibit 1.2(c) (the "NY Life Assumptions"), to calculate the value of the defined benefit plans sponsored by the Company and its United States based Affiliates. Prior to the 60th day following the Closing Date, NY Life will deliver a draft calculation of the Gross Closing Pension Deficit to the Parties, who will have ten (10) Business Days to review such calculation. If during such review period either of the Parties identifies a mathematical error or misapplication of the NY Life Assumptions, it may, prior to the end of such review period, notify in writing NY Life

**BURBANK
RESPONSE TO
REQUEST FOR INFORMATION**

**SAN FERNANDO VALLEY AREA 1
NORTH HOLLYWOOD SUPERFUND SITE**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

November 22, 2006

VIA FEDERAL EXPRESS

Keith P. Ryan, President and CEO
Aircraft Service International, Inc.
201 S. Orange Ave.
Suite 1100
Orlando, FL 32801

RECEIVED
NOV 27 2006
LEGAL DEPT.

Re: Request for Information
San Fernando Valley Area 1/North Hollywood Superfund Site ("the Site")

Dear Mr. Ryan:

The United States Environmental Protection Agency ("EPA") has received and reviewed Aircraft Service International, Inc.'s ("ASII") May 15, 2006 response to EPA's March 13, 2006 Request for Information ("Request for Information") relating to the San Fernando Valley Area 1/North Hollywood Superfund Site in North Hollywood, California. The EPA appreciates the information the Company has provided to date, but has a few supplemental questions as outlined below. Please refer to our earlier letter for definitions and instructions.

Supplemental questions:

1. Documentation obtained by EPA indicates that in October 2004, Airport Group International, Inc. ("AGII") (f/k/a Lockheed Air Terminal, Inc.) merged into Airport Group International, LLC ("AGI LLC"). Provide copies of all documentation evidencing this merger transaction, including the merger agreement and any other documents relating to the merger and AGI LLC's assumption of AGII's liabilities. If the 2004 transaction between AGII and AGI LLC was not a merger, explain the transaction and provide all documentation evidencing the transaction.
2. Documentation obtained by EPA indicates that in April 2005, AGI LLC merged into ASII. Provide copies of all documentation evidencing this merger transaction, including the merger agreement and any other documents relating to the merger and ASII's assumption of AGI LLC's liabilities. If the 2005 transaction between AGI LLC and ASII was not a merger, explain the transaction and provide all documentation evidencing the transaction.
3. On April 12, 2006, ASII copied EPA on a letter from ASII to TBI Overseas Holdings Inc. which references a Purchase and Sale Agreement between TBI Overseas Holdings, Inc. and ASII. Provide copies of all documentation evidencing this

transaction, including the Purchase and Sale Agreement itself and any other documents related to the transaction and ASII's assumption of AGI LLC's liabilities.

- 4. Identify the dates when Lockheed Air Terminal, Inc., Aircraft Service International, Inc.'s corporate predecessor, owned the Facility. Provide a copy of the title documentation evidencing such ownership.**
- 5. For any period of time during which Lockheed Air Terminal, Inc. owned the Facility, provide the name, address, and phone number of any tenant or lessee. Provide a copy of each lease, rental agreement, or any other document that establishes Lockheed Air Terminal, Inc.'s relationship to any other operators at the Facility.**
- 6. Identify any individual or entity that owned or operated the Facility prior or subsequent to Lockheed Air Terminal, Inc. For each prior or subsequent owner or operator, further identify:**
 - a. The dates of ownership/operation;**
 - b. The nature of prior or subsequent operations at the Facility;**
 - c. All evidence showing that the prior or subsequent owner or operator controlled access to the property; and**
 - d. All evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at the Facility during the period of prior or subsequent ownership or operation.**
- 7. Identify all insurance policies held by Lockheed Air Terminal, Inc. from the time that it commenced ownership of or operations at the Facility until the present. Provide the name and address of each insurer, the policy number, the amount of coverage and policy limits, the type of policy, and the expiration date of each policy. Include all comprehensive general liability policies and "first party" property insurance policies and all environmental impairment insurance. Provide a complete copy of each policy.**
- 8. Identify all insurance policies held by Aircraft Service International, Inc. that could potentially cover all or part of its responsibility for the liabilities of any predecessor companies for the predecessor companies' ownership or operation of the Facility. Provide the name and address of each insurer, the policy number, the amount of coverage and policy limits, the type of policy, and the expiration date of each policy. Include all comprehensive general liability policies and "first party" property insurance policies and all environmental impairment insurance. Provide a complete copy of each policy.**

EPA has the authority to request this information pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9604(e). Although we anticipate ASII's cooperation in this matter, please note that failure to comply with EPA's information request, or to adequately justify such failure to respond, may subject it to an enforcement action seeking to compel compliance and collect

penalties of up to \$32,500 per day of noncompliance pursuant to Section 104 (e)(5) of CERCLA, 42 U.S.C. Section 9604(e)(5).

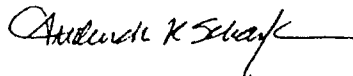
Please refer to EPA's Request for Information for definitions, defined terms, and instructions with respect to ASII's response, including instructions as to the assertion of a business confidentiality claim and the determination of the scope of our request. Those definitions, defined terms, and instructions continue to apply and are hereby incorporated into this supplemental Request for Information. Please provide ASII's response, in writing, within thirty (30) calendar days of your receipt of this letter. ASII's response should be directed to:

Kim Muratore (SFD-7-5)
US EPA, Region 9
75 Hawthorne St.
San Francisco, CA 94105

Please direct any questions you may have regarding this information request to Ms. Muratore at (415) 972-3121, or by email at muratore.kim@epa.gov. Please direct any technical questions with regard to the Site or cleanup activities to Rachel Loftin at (415) 972-3253, or by email at loftin.rachel@epa.gov. If you have any legal questions, please address them to Michael Massey at (415) 972-3034, or by email at massey.michael@epa.gov.

Thank you for your attention to this matter.

Sincerely,



Frederick Schauffler, Chief
Site Cleanup Section 4
Superfund Division

cc: Patricia Annunziato, Senior Legal Counsel
Aircraft Service International Group
201 S. Orange Avenue
Suite 1100A
Orlando, FL 32801

Aircraft Service International, Inc. ("ASII") responds to the United States Environmental Protection Agency's Supplemental Questions concerning the "Facility" otherwise identified as the premises located on the Bob Hope Airport ("Airport") at 10720 Sherman Way in Burbank, California 91505-1042, also believed to be identified as "Lockheed Plant C1."

Supplemental Questions

1. Documentation obtained by EPA indicates that in October 2004, Airport Group International, Inc. ("AGII") (f/k/a Lockheed Air Terminal, Inc.) merged into Airport Group International, LLC ("AGI LLC"). Provide copies of all documentation evidencing this merger transaction, including the merger agreement and any other documents relating to the merger and AGI LLC's assumption of AGII's liabilities. If the 2004 transaction between AGII and AGI LLC was not a merger, explain the transaction and provide all documentation evidencing the transaction.

ASII respectfully submits that this request is overbroad and unduly burdensome. Without waiving any of its rights, ASII submits documentation identifying the companies and evidencing the merger between Airport Group International, Inc. and AGI LLC. See documents at Tab #1.

2. Documentation obtained by EPA indicates that in April 2005, AGI LLC merged into ASII. Provide copies of all documentation evidencing this merger transaction, including the merger agreement and any other documents relating to the merger and ASII's assumption of AGI LLC's liabilities. If the 2005 transaction between AGI LLC and ASII was not a merger, explain the transaction and provide all documentation evidencing the transaction.

ASII respectfully submits that this request is overbroad and unduly burdensome. Without waiving any of its rights, ASII submits documentation identifying the companies (See Tab #2) and evidencing the merger between ASII and AGI LLC. Refer to Tab #3

Upon information and belief, ASII did not acquire any property rights or operational rights at the Facility as a result of this merger transaction.

3. On April 12, 2006, ASII copied EPA on a letter from ASII to TBI Overseas Holdings Inc., which references a Purchase and Sale Agreement between TBI Overseas Holdings, Inc. and ASII. Provide copies of all documentation evidencing this transaction, including the Purchase and Sale Agreement itself and any other

documents related to the transaction and ASII's assumption of AGI LLC's liabilities.

ASII respectfully submits that this request conflicts with obligations of confidentiality. Without waiving any of its rights, refer to Tab #3.

ASII did not assume any of AGI LLC's liability with respect to this Facility. Refer to the "Lockheed Indemnification" listed in Exhibit "A", Definitions, of the Purchase and Sale Agreement between ASII and TBI Overseas Holdings, Inc. ("TBI"). ASII is the beneficiary of that certain Remediation Agreement dated January 19, 1995 (Tab #9) as successor-in-interest to Lockheed Air Terminal, Inc. ("LAT") for any matters arising on previously owned Lockheed property discovered before January 19, 2000.

4. Identify the dates when Lockheed Air Terminal, Inc., Aircraft Service International, Inc's corporate predecessor, owned the Facility. Provide a copy of the title documentation evidencing such ownership.

ASII is not in possession of sufficient documentation to respond in full to this question. To the extent records and information are available and in its possession and control, ASII responds as follows.

The predecessor to Lockheed Air Terminal, Inc. was United Airports Company which was incorporated in Delaware on November 15, 1929. United Airports Company subsequently created United Airports Company of California. On April 9, 1941, United Airports Company of California changed its name to Lockheed Air Terminal, Inc. United/Lockheed owned and operated the Airport until it was sold to the Hollywood Burbank Airport Authority ("Airport") in 1978.

The Facility was constructed some time prior to the sale of the Airport by LAT to Hollywood-Burbank Airport Authority on March 30, 1978. See Tab #4, Purchase and Sale Agreement.

As part of the sale, LAT granted a deed to City of Burbank conveying the real property at the Airport, including property on or near Sherman Way. (See Corporate Grant Deed at Tab #5, page A-4). The City of Burbank in turn

granted a deed to the Hollywood Burbank Airport Authority conveying the same real property (See Grant Deed at Tab #6, page A-4)

- 5. For any period of time during which Lockheed Air Terminal, Inc., owned the Facility, provide the name, address, and phone number of any tenant or lessee. Provide a copy of each lease, rental agreement, or any other document that establishes Lockheed Air Terminal, Inc.'s relationship to any other operators at the Facility.**

ASII has no documentation in its possession establishing Lockheed Air Terminal, Inc.'s relationship to any other operators of the Facility. LAT and Airport entered into an Agreement permitting Lockheed's use of airport facilities. See Tab #7. It is believed the Facility is identified as the "C-1 Plant" and is depicted in Exhibit "A". Examination of the legend indicates that the Facility sits on land that was "CAL AC owned and leased to others" or, "Leased from the Government" or, "Leased from LAT" or "Subleased to Others".

- 6. Identify any individual or entity that owned or operated the Facility prior or subsequent to Lockheed Air Terminal, Inc.**

See response to #4 above regarding owner/operator prior to LAT. Subsequent to LAT, the Hollywood-Burbank Airport Authority owned the Facility.

LAT had service and operating rights at the Airport after the sale which took place in March of 1978. ASII has no documentation establishing who, in fact, operated the Facility before or after LAT's sale of the Airport to Hollywood Burbank Airport Authority.

For each prior or subsequent owner or operator [of the Facility], further identify:

- a. The dates of ownership/operation; Unknown.**
- b. The nature of prior or subsequent operations at the Facility: Unknown.**
- c. All evidence showing that the prior or subsequent owner or operator controlled access to the property; None. And**

- d. All evidence that a hazardous substance pollutant, or contaminant was released or threatened to be released at the Facility during the period of prior or subsequent ownership or operation. None.

7. Identify all insurance policies held by Lockheed Air Terminal, Inc. from the time that it commenced ownership or operations of the Facility until the present. Provide the name and address of each insurer the policy number, the amount of coverage and the policy limits, the type of policy, and the expiration date of each policy. Include all comprehensive general liability policies and "first party" property insurance policies and all environmental impairment insurance. Provide a complete copy of each policy.

ASII respectfully submits that this request is overly broad and burdensome. Based on review of documentation in ASII's possession and control, see Tab #8 regarding insurance information made available at the time of the sale of the Airport from LAT to Hollywood-Burbank Airport Authority in 1978.

See insurance information made available at the time of the ASII's acquisition of Airport Group International, Inc. in 2004 from TBI Overseas Holdings, Inc.. See Tab #3, Exhibit "A", "1999 Environmental Policy."

Additionally, see the Remediation Agreement dated January 19, 1995 at Tab #9. This Agreement is referenced in the Purchase and Sale Agreement between ASII and TBI wherein ASII acquired Airport Group International, Inc., successor by merger to Lockheed Air Terminal, Inc. This remediation agreement obligates Lockheed Corporation to pay 100% of any remediation Costs of previously owned Lockheed Air Terminal Property so long as the matters were discovered before January 19, 2000.

8. Identify all insurance policies held by Aircraft Service International, Inc., that could be potentially cover all or part of its responsibility for the liabilities of any predecessor or companies for the predecessor companies' ownership or operation of the Facility. Provide the name and address of each insurer, the policy number, the amount of coverage and policy limits, the type of policy, and the expiration date of each policy. Include all comprehensive general liability policies and "first party" property insurance policies and all environmental impairment insurance. Provide a complete copy of each policy.

None other than what has already been provided previously herein. ASII never owned or operated the Facility. Although ASII acquired AGI, LLC, (formerly Airport

Group International, Inc. (successor by merger of Lockheed Air Terminal, Inc.), no operations at the Facility were contemplated as part of that merger.



State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton *Secretary of State of the State of Delaware,*
do hereby certify that the Certificate of Incorporation of the "UNITED AIRPORTS COMPANY
OF CALIFORNIA, LTD.", was received and filed in this office the eighteenth day of
November, A.D. 1929, at 9 o'clock A.M.

And I do hereby further certify that the said "UNITED AIRPORTS COMPANY OF
CALIFORNIA, LTD.", filed a Certificate of Amendment, changing its corporate title to
"Lockheed Air Terminal, Inc.", on the first day of May, A.D. 1941, at 9 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated
under the laws of the State of Delaware and is in good standing and has a legal corporate
existence so far as the records of this office show and is duly authorized to transact
business.

And I do hereby further certify that the said "Lockheed Air Terminal, Inc.", is the
last known title of record of the aforesaid Corporation.

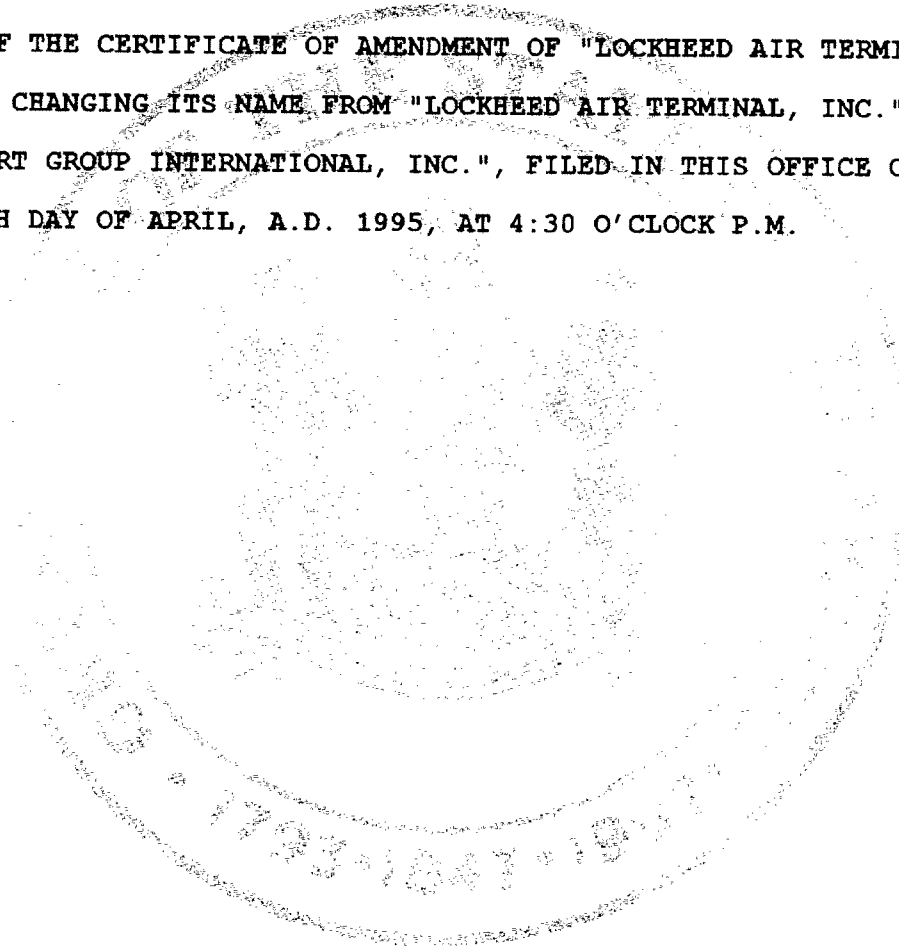
In Testimony Whereof, I have hereunto set my hand
and official seal at Dover this fourteenth day
of June in the year of our Lord
one thousand nine hundred and seventy-eight.

Glenn C. Kenton, Secretary of State

Assistant Secretary of State

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "LOCKHEED AIR TERMINAL, INC.", CHANGING ITS NAME FROM "LOCKHEED AIR TERMINAL, INC." TO "AIRPORT GROUP INTERNATIONAL, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF APRIL, A.D. 1995, AT 4:30 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

0272104 8100

981458745

AUTHENTICATION: 9431428

DATE: 12-01-98

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

Lockheed Air Terminal, Inc., a corporation organized and existing under and by virtue of the
General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation by the unanimous written consent
of its members filed with the minutes of the Board, adopted a resolution proposing and declaring
advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Lockheed Air Terminal, Inc. be
amended by changing the First Article thereof so that, as amended, said Article shall be
and read as follows:

FIRST: The name of the corporation is Airport Group International, Inc.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given
unanimous written consent to said amendment in accordance with the provisions of Sections 228
of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable
provisions of Section 242 and 228 of the General Corporation Law of the State of Delaware.

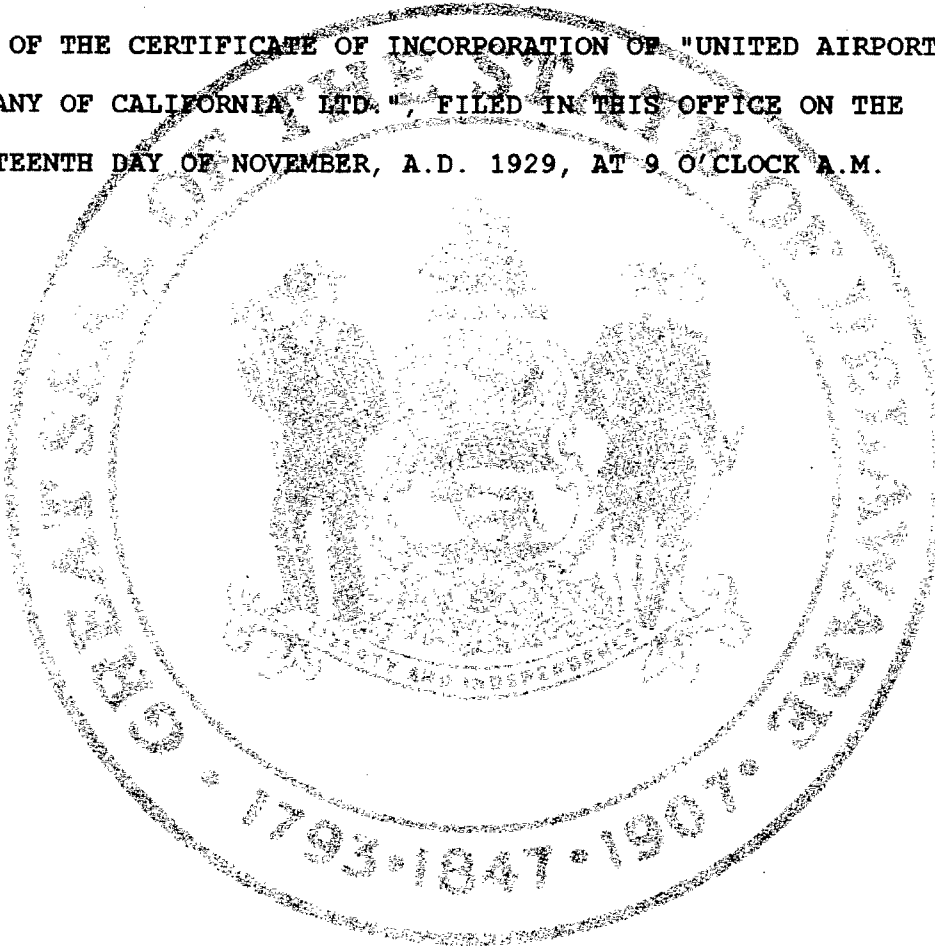
IN WITNESS WHEREOF, said Lockheed Air Terminal, Inc. has caused this certificate to be signed by Neil Reichman, its Senior Vice President and General Counsel, this 11th day of April, 1995.

LOCKHEED AIR TERMINAL, INC.

By: 
Neil Reichman, Senior Vice President and General Counsel

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "UNITED AIRPORTS COMPANY OF CALIFORNIA, LTD.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF NOVEMBER, A.D. 1929, AT 9 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

0272104 8100

981458745

AUTHENTICATION: 9431432

DATE: 12-01-98

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "AIRPORT GROUP INTERNATIONAL, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF NOVEMBER, A.D. 1929, AT 9 O'CLOCK A.M.

CERTIFICATE OF REDUCTION, FILED THE EIGHTH DAY OF MARCH, A.D. 1933, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "UNITED AIRPORTS COMPANY OF CALIFORNIA, LTD." TO "LOCKHEED AIR TERMINAL, INC.", FILED THE FIRST DAY OF MAY, A.D. 1941, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE ELEVENTH DAY OF JANUARY, A.D. 1944, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "LOCKHEED AIR TERMINAL, INC." TO "AIRPORT GROUP INTERNATIONAL, INC.", FILED THE TWELFTH DAY OF APRIL, A.D. 1995, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.



0272104 8100H

040466983

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3193710

DATE: 06-24-04

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AIRPORT GROUP INTERNATIONAL, INC.", A DELAWARE CORPORATION, WITH AND INTO "AIRPORT GROUP INTERNATIONAL, LLC" UNDER THE NAME OF "AIRPORT GROUP INTERNATIONAL, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF OCTOBER, A.D. 2004, AT 9:42 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3735237 8100M

AUTHENTICATION: 3403990

040733354

DATE: 10-12-04

CERTIFICATE OF MERGER

OF

AIRPORT GROUP INTERNATIONAL, INC.
(a Delaware corporation)

into

AIRPORT GROUP INTERNATIONAL, LLC
(a Delaware limited liability company)

Pursuant to Section 264 of the General Corporation Law of the State of Delaware (the "DGCL") and Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), the undersigned DOES HEREBY CERTIFY:

1. The name and state of organization or incorporation of each of the constituent entities to the merger are:

AIRPORT GROUP INTERNATIONAL, INC. Delaware

AIRPORT GROUP INTERNATIONAL, LLC Delaware

~~October 12~~ 2. An Agreement and Plan of Merger (the "Plan of Merger") dated ~~September~~ 12, 2004 between Airport Group International, Inc. and Airport Group International, LLC has been approved, adopted, certified, executed and acknowledged by the Airport Group International, Inc. in accordance with § 264(c) of the DGCL and has been approved and executed by the Airport Group International, LLC in accordance with § 18-209(c) of the Act.

3. The name of the surviving limited liability company is

AIRPORT GROUP INTERNATIONAL, LLC.

4. The merger shall be effective upon the filing of this certificate of merger.

5. A copy of the Plan of Merger is on file at the principal place of business of Airport Group International, LLC at 3 Red Cleveland Boulevard, #3212, Sanford, Florida 32773.

6. A copy of the Plan of Merger will be furnished by the surviving limited liability company on request and without cost, to any member of the surviving limited liability company and to any stockholder of Airport Group International, Inc.

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:44 AM 10/12/2004
FILED 09:42 AM 10/12/2004
SRV 040733354 - 3735237 FILE

IN WITNESS WHEREOF, Airport Group International, LLC has caused this Certificate of Merger to be executed by its authorized person as of this 12th day of ~~September~~ ^{October}, 2004.

AIRPORT GROUP INTERNATIONAL, LLC
a Delaware limited liability company

By: 
R. Keith Robinson
Chief Financial Officer

**AIRPORT
GROUP International**

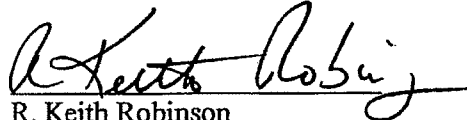
CORPORATE HEADQUARTERS
330 N. Brand Boulevard Suite 300
Glendale, California 91203-2308
(818) 409-7500
Fax (818) 409-7979

FINANCE and ACCOUNTING
3 Red Cleveland Boulevard Suite 3215
Sanford, Florida 32773-6837
(407) 585-4550
Fax (407) 585-4545

State of Delaware
Secretary of State
Division of Corporation

Dear Sir or Madam:

I, R. Keith Robinson, an officer of Airport Group International, Inc. hereby give my consent to Airport Group International, LLC to use the name Airport Group International.



R. Keith Robinson
Treasurer/Chief Financial Officer

CERTIFICATE OF FORMATION

OF

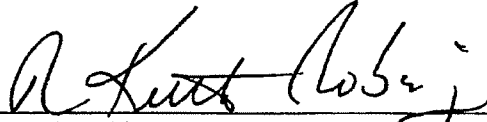
AIRPORT GROUP INTERNATIONAL, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware, hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is Airport Group International, LLC.

SECOND: The address of the registered office and the name and address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Wilmington, Delaware 19808.

Executed on December ^{4th} 2003



R. Keith Robinson, Authorized Person
on behalf of Airport Group International, Inc.
as sole member of Airport Group International LLC

**LIMITED LIABILITY COMPANY AGREEMENT
OF
AIRPORT GROUP INTERNATIONAL, LLC
(a Delaware Limited Liability Company)**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF AIRPORT GROUP INTERNATIONAL, LLC (the "Agreement") is entered into effective as of December 4, 2003, by Airport Group International, Inc., a Delaware corporation (the "Member") and Airport Group International, LLC, a Delaware limited liability company (the "Company"). All property now or hereafter transferred to the Company will be held, managed and distributed as provided in this Agreement, and all of the affairs of the Company will be conducted as provided in this Agreement.

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, the words, terms, and phrases defined in this section have the following meanings:

"Capital Contribution" means any contribution to the capital of the Company in cash, property, or services by the Member.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor to that Code.

"Delaware Act" means the Delaware Limited Liability Company Act, 6 Del. Code § 18-101 et seq.

"Fiscal Year" means the Company's fiscal year, which shall be the twelve month period ending March 31 of each calendar year.

"Person" includes a natural person, domestic or foreign limited liability company, corporation, partnership, limited partnership, joint venture, association, business trust, estate, trust, enterprise, and any other legal or commercial entity.

**ARTICLE 2
ORGANIZATION**

Section 2.1 Formation. The Member has formed the Company under the Delaware Act for the purposes set forth herein by causing the execution and filing of the Certificate of Formation of the Company with the Secretary of State of Delaware on December 4, 2003. Except as otherwise expressly provided for herein, the rights and liabilities of the Member shall be as provided for in the Delaware Act.

Section 2.2 Name. The name of the Company is Airport Group International, LLC. The business of the Company shall be conducted under this name or such other names as the Member may from time to time determine.

Section 2.3 Term. The company shall continue until it is dissolved under the terms of this Agreement or the Delaware Act.

Section 2.4 Principal Place of Business. The Company's principal place of business shall be 330 North Brand Boulevard, Suite 300, Glendale, California 91203-2308. The Company may relocate its place of business, or establish any other place or places of business, at any other place or places as the Member may from time to time deem advisable.

Section 2.5 Registered Office. The Company's registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

Section 2.6 Purpose. The Company is organized to carry on any lawful business activity, which may be conducted by a limited liability company organized under the Delaware Act. The Company shall have the authority to engage in any lawful business or activity that now or hereafter may be necessary, incidental, proper, advisable, or convenient to accomplish the foregoing purpose.

ARTICLE 3 CAPITAL AND MEMBERS

Section 3.1 Membership Units.

(a) Ownership rights in the Company are reflected in Membership Units, as recorded in the records of the Company. Each Membership Unit:

(i) has equal governance rights with every other Membership Unit and in matters subject to a vote of the Member has one vote; and

(ii) has equal rights with every other Membership Unit with respect to sharing of profits and losses and with respect to distributions.

(b) The Company will not issue certificates of Membership Units, but will at the written request of the Member provide certified statements of Membership interests, stating the number of Membership Units owned as of the date the statement is provided.

Section 3.2 Member.

The sole member of the Company is Airport Group International, Inc.

Section 3.3 Initial Capital Contributions and Membership Units. The initial Capital Contribution of the Member and the number of Membership Units issued in exchange therefore is set forth in Exhibit A. The Member may make additional contributions to the Company at such times, and upon such conditions, as the Member may determine.

Section 3.4 Admission of New Members. The Member shall determine whether and on what terms to admit new Members.

Section 3.5 No Right of Company to Require Additional Contributions. The Company has no right to require the Member to make additional Capital Contributions.

Section 3.6 No Rights of Redemption or Return of Contribution. The Member has no right to receive any interest on such Member's Capital Contributions.

ARTICLE 4 ALLOCATIONS AND DISTRIBUTIONS

Section 4.1 Allocation of Profits and Losses. All profits and losses of the Company for each Fiscal Year, and each item of income, gain, loss, deduction, and credit entering into the computation thereof, shall be allocated to the Member.

Section 4.2 Interim Distributions. Interim distributions of cash or property may be made by the Company to the Member from time to time as the Member shall determine.

Section 4.3 Distributions Upon Dissolution of the Company. Upon dissolution of the Company pursuant to Section 10.1, the Member shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining fair value therefore, and shall apply and distribute the proceeds in the following order of priority:

- (a) First, to the payment and discharge of all of the Company's debts, liabilities, and obligations, including the establishment of necessary reserves;
- (b) Second, to the Member.

ARTICLE 5 ACCOUNTING

The books of account of the Company shall be kept in such a manner as the Member determines.

ARTICLE 6 TAXES

Section 6.1 Characterization for Tax Purposes. The Member intends that the Company be disregarded as an entity separate from the Member under sections 301.7701-2(a)

and 301.7701-3(b)(1)(ii) of the Treasury Regulations. All provisions of this Agreement are to be construed so as to preserve that tax status.

Section 6.2 Returns. Within ninety (90) days after the end of each Fiscal Year, the Company will cause to be delivered to the Member such information, if any, with respect to the Company as may be necessary for the preparation of the Member's federal, state, or local income tax or information returns, including a statement showing the Company's income, gain, loss, deduction, and credits for the Fiscal Year.

Section 6.3 Tax Elections. The Member may cause the Company to make whatever elections the Company may be required to make under the Code.

ARTICLE 7 MANAGEMENT

Section 7.1 Management of the Company. The management of the Company shall be vested exclusively in the Member, except that if the Member so determines, the management of the Company may be vested in officers appointed by the Member. In the event that a manager or officers are appointed by the Member:

(a) The officers may be removed by the Member at any time with or without cause.

(b) If any officer resigns or is unable to serve as such or is removed from office by the Member, the Member may designate a successor to the officer or may instead elect to manage the business and affairs of the Company without such officer.

Section 7.2 Authority of Officers.

(a) Except as otherwise provided in this Agreement, in the event that the Member appoints officers to manage the Company, all powers to control and manage the business and affairs of the Company shall be vested in the officers, and the officers may exercise all powers of the Company and do all such lawful acts as are not by statute, the Company's Certificate of Formation or this Agreement directed or required to be exercised or done by the Member. In doing so, the officers shall have all the right and authority to take all actions, which the officers deem necessary, useful or appropriate for the management and conduct of the business and affairs of the Company.

(b) In dealing with the officers acting on behalf of the Company, no person shall be required to inquire into the authority of the officers to bind the Company. Persons dealing with the officers are entitled to rely conclusively on the power and authority of the officers as set forth in this Agreement.

Section 7.3 Matters Reserved for the Member. If officers are appointed by the Member, the officers shall have no authority or power to take the following actions unless first approved by consent of the Member:

- Company.
- (a) Sell, exchange, or encumber all or substantially all of the assets of the Company.
 - (b) Issue additional Membership Units;
 - (c) Admit an additional member pursuant to section 3.4;
 - (d) Make interim distributions pursuant to Section 4.2;
 - (e) File a voluntary petition or consent to the entry of an order for relief under the United States Bankruptcy Code or any comparable provision of state law;
 - (f) Take any action in contravention of this Agreement;
 - (g) Amend this Agreement;
 - (h) Appoint or remove any officers, except to the extent authorized by the Member;
 - (i) Dissolve the Company;
 - (j) Indemnify any person or entity not described in Article 12.

Section 7.4 Duties of Officers. To the extent that the Member appoints officers:

- (a) Each officer shall discharge his, her, or its official duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner such officer reasonably believes to be in the best interests of the Company.
- (b) Each officer may rely on information received from other persons if that reliance is consistent with such officer's duties under this Agreement.

Section 7.5 Officers not Liable for Acts or Omissions in its Managerial Capacity. To the fullest extent permitted by Delaware law, each officer is released from liability for damages and other monetary relief on account of any act, omission, or conduct in such officer's capacity as an officer.

ARTICLE 8 RIGHTS AND DUTIES OF MEMBER

Section 8.1 Limitation of Liability. The Member's liability for the debts, obligations, and liabilities of the Company is limited as set forth in Section 18-303 of the Delaware Act.

Section 8.2 No Restrictions of Business Pursuits of Member. This Agreement shall not preclude or limit in any respect the right of the Member to engage in or possess any interest

in other business ventures of any kind, nature, or description. Neither the Company nor the Member shall have any rights or obligations by virtue of this Agreement with respect to such independent ventures or the profits or losses derived therefrom.

Section 8.3 Transactions between Member and the Company. Except as otherwise provided by applicable law, the Member may, but shall not be obligated to, lend money to the Company, act as a surety or guarantor for the Company, or transact other business with the Company, and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member.

Section 8.4 Required Member Consent. No action may be taken by the Company (whether by an officer or otherwise) in contravention of this Agreement without the written consent of the Member.

ARTICLE 9 MEMBER MEETINGS AND VOTING PROCEDURES

Section 9.1 Meetings. Meetings of the Member shall be held at such times and places as the Member shall determine.

Section 9.2 Action Without a Meeting. Any action required or permitted to be taken at a meeting may be taken without a meeting by written action signed by the Member.

ARTICLE 10 DISSOLUTION

Section 10.1 Dissolution Events. The Company will dissolve upon the earlier to occur of the following:

- (a) the written decision of the Member;
- (b) the entry of a decree of judicial dissolution.

Section 10.2 Procedures Upon Dissolution. Upon dissolution, the affairs of the Company shall be wound up in accordance with Section 4.3 and the provisions of Subchapter VIII of the Delaware Act.

ARTICLE 11 BOOKS AND RECORDS

Section 11.1 Contents and Location of Records. The Company will maintain at its principal place of business, or at some other location chosen by the Member, adequate books and records setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company.

Section 11.2 Access to Records. The Member may inspect and review the Company's books and records and may, at the Member's expense, have the Company make copies of any portion or all of such books and records.

ARTICLE 12 INDEMNIFICATION

Section 12.1 Mandatory Indemnification; Standard. To the fullest extent permitted by law, the Company will indemnify each person made or threatened to be made a party to a proceeding by reason of such person's capacity as a Member or officer of the Company or as an officer, director, shareholder, agent or employee of a Member or officer acting in connection with the affairs of the Company against judgments, penalties, fines, including, without limitation, excise taxes assessed against the Member with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by such person in connection with the proceeding.

Section 12.2 Insurance. The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

Section 12.3 Disclosure. The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the records of the Company.

Section 12.4 Discretionary Indemnification of Others. Nothing in this Article 12 limits the ability of the Company to indemnify any person or entity not described in this Article 12 pursuant to, and to the extent described in, an agreement authorized by the Member.

ARTICLE 13 REMEDIES FOR BREACH

Section 13.1 Specific Enforcement. All breaches of this Agreement are subject to specific enforcement, without prejudice to the right to seek damages or other remedies.

Section 13.2 Attorney Fees and Other Litigation Expenses. If the Company resorts to litigation to remedy a breach of this Agreement by a Member and the Company prevails in the litigation, in addition to any other remedies available to the Company under this Agreement or by law the Company may collect its reasonable attorney fees and other costs and expenses of litigation.

ARTICLE 14 AMENDMENTS

Any amendment to this Agreement must be approved by the Member.

ARTICLE 15
MISCELLANEOUS

Section 15.1 Governing Law. Notwithstanding where this Agreement may be executed by the Member, the Member agrees that this Agreement, and any question, dispute, or other matter related to or arising from this Agreement, will be governed by the laws of the State of Delaware without regard for the choice of law provisions thereof.

Section 15.2 Binding Effect. This Agreement binds the Member and its distributees, successors, and assigns and any other person claiming a right or benefit under or covered by this Agreement.

Section 15.3 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable:

(a) that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Agreement;

(b) the remaining provisions of this Agreement will remain in full force and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; and

(c) in the place of the illegal, invalid, or unenforceable provision, there will be added automatically to this Agreement a legal, valid, and enforceable provision that is as similar to the illegal, invalid, or unenforceable provision as possible.

Section 15.4 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be considered an original and all of which will constitute one and the same document. Proving the execution and contents of this document against a party may be done by producing any copy of this Agreement signed by that party.

Section 15.5 Additional Documents and Acts. The Member agrees to execute and deliver whatever additional documents and to perform such additional acts as may be necessary or appropriate to effectuate and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement.

Section 15.6 Notices.

(a) Any notice to be given or made to the Company or the Member must be in writing and will be considered to have been given when delivered to the address specified in the Company's records.

(b) A person who wants to change its address as specified in the records may do so by giving written notice of the change to the Company and to the Member. The change takes effect five days after the notice is given.

Section 15.7 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision thereof.

Section 15.8 Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement of Airport Group International, LLC as of the date first written above.

MEMBER:

AIRPORT GROUP INTERNATIONAL, INC.

By: [Signature]
Name: R Kent Robinson
Title: Director

COMPANY

AIRPORT GROUP INTERNATIONAL, LLC

By: [Signature]
Name: William J. Evans, Jr.
Title: President & COO

EXHIBIT A

INITIAL CAPITAL CONTRIBUTION OF THE MEMBER

Member Name	Contribution	Number of Units
Airport Group International, Inc 330 North Brand Boulevard, Suite 300 Glendale, California 91203-2308.	\$100	1

Delaware

PAGE 1

The First State

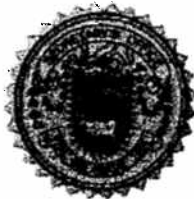
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AIRPORT GROUP INTERNATIONAL, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "AIRCRAFT SERVICE INTERNATIONAL, INC." UNDER THE NAME OF "AIRCRAFT SERVICE INTERNATIONAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF MARCH, A.D. 2005, AT 5:33 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF APRIL, A.D. 2005.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



0653116 8100M

050245012

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3769127

DATE: 03-28-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:33 PM 03/24/2005
FILED 05:33 PM 03/24/2005
SRV 050245012 - 0653116 FILE

STATE OF DELAWARE

CERTIFICATE OF MERGER
of
AIRPORT GROUP INTERNATIONAL, LLC
A DELAWARE LIMITED LIABILITY COMPANY
Into
AIRCRAFT SERVICE INTERNATIONAL, INC.
A DELAWARE CORPORATION

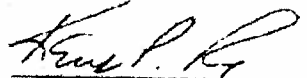
Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation hereby executes this Certificate of Merger:

- FIRST:** The name of the surviving corporation is Aircraft Service International, Inc., a Delaware corporation (the "Surviving Corporation"), and the name of the limited liability company being merged into the Surviving Corporation is Airport Group International, LLC, a Delaware limited liability company (the "Merging Limited Liability Company").
- SECOND:** The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the Surviving Corporation and the Merging Limited Liability Company.
- THIRD:** The name of the Surviving Corporation is Aircraft Service International, Inc.
- FOURTH:** The merger is to become effective on April 1, 2005.
- FIFTH:** The Agreement and Plan of Merger is on file at 201 S. Orange Avenue, Suite 1290, Orlando, FL 32801, the place of business of the Surviving Corporation.
- SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder of any constituent corporation or any member of any constituent limited liability company.
- SEVENTH:** The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation after the merger.

IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate of Merger to be signed by its President as of March 10, 2005

AIRCRAFT SERVICE INTERNATIONAL, INC.,
a Delaware corporation

By:


Keith P. Ryan, Its President

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:33 PM 03/24/2005
FILED 05:12 PM 03/24/2005
SRV 050244987 - 0653116 FILE

STATE OF DELAWARE

CERTIFICATE OF MERGER
of
AIRPORT GROUP (LA), INC.
A CALIFORNIA CORPORATION
into
AIRCRAFT SERVICE INTERNATIONAL, INC.
A DELAWARE CORPORATION

The undersigned corporation, AIRCRAFT SERVICE INTERNATIONAL, INC., organized and existing under and by virtue of the General Corporation Law of Delaware,

DOES HEREBY CERTIFY:

FIRST: The name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
AIRCRAFT SERVICE INTERNATIONAL, INC.	Delaware
AIRPORT GROUP (LA), INC.	California

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of Delaware

THIRD: The name of the surviving corporation of the merger is AIRCRAFT SERVICE INTERNATIONAL, INC., a Delaware corporation.

FOURTH: The Certificate of Incorporation of AIRCRAFT SERVICE INTERNATIONAL, INC., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The executed Agreement and Plan of Merger is on file at an office of the surviving corporation at 201 S. Orange Avenue, Suite 1290, Orlando, Florida 32801.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of each foreign corporation which is a party to the merger is as follows:

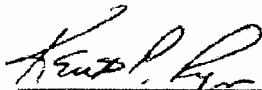
<u>Corporation Name</u>	<u>Class</u>	<u>Number of Shares</u>	<u>Par value per share or statement that shares are without par value</u>
Airport Group (LA), Inc.	Common	100	No Par Value

EIGHTH: This Certificate of Merger shall be effective on April 1, 2005.

[Remainder of Page Intentionally Left Blank; Signature Follows]

Dated as of March 10, 2005.

AIRCRAFT SERVICE INTERNATIONAL, INC., a
Delaware corporation

By: 
Keith P. Ryan, its President

00773142

State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 22 2005

BRUCE McPHERSON
Secretary of State

00773142

EFFECTIVE **ENDORSED - FILED**
DATE in the office of the Secretary of State
of the State of California
APR 01 2005 **MAR 24 2005**

AGREEMENT OF MERGER

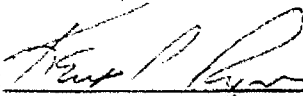
This Agreement of Merger is entered into between AIRCRAFT SERVICE INTERNATIONAL, INC., a Delaware corporation (herein "Surviving Corporation"), and AIRPORT GROUP (LA), INC., a California corporation (herein "Merging Corporation").


1. Merging Corporation shall be merged into Surviving Corporation.
2. The outstanding shares of Merging Corporation shall be canceled without consideration.
3. The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the merger.
4. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.
5. The effect of the merger is as prescribed by law.
6. The effective date of the merger shall be April 1, 2005.

[Reminder of Page Intentionally Left Blank; Signatures Follow]

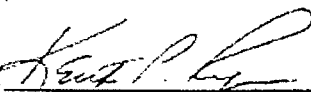
IN WITNESS WHEREOF the parties have executed this Agreement as of March
10, 2005.


AIRCRAFT SERVICE INTERNATIONAL, INC., a
Delaware corporation

By: 
Keith P. Ryan, President

By: 
Joseph I. Goldstein, Secretary

AIRPORT GROUP (LA), INC., a California
corporation

By: 
Keith P. Ryan, President

By: 
Joseph I. Goldstein, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

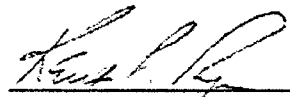
We, Keith P. Ryan, and Joseph I. Goldstein, certify that:

1. We are the President and the Secretary, respectively, of AIRCRAFT SERVICE INTERNATIONAL, INC., a Delaware corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the Corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares entitled to vote on the merger and the number of outstanding shares of such class is 1,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

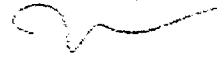
Dated as of March 10, 2005.

By:



Keith P. Ryan, President

By:



Joseph I. Goldstein, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

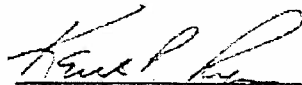
We, Keith P. Ryan, and Joseph I. Goldstein, certify that:

1. We are the President and the Secretary, respectively, of AIRPORT GROUP (LA), INC., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the Corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares entitled to vote on the merger and the number of outstanding shares of such class is 100.

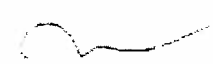
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated as of March 10, 2005.

By:


Keith P. Ryan, President

By:


Joseph I. Goldstein, Secretary



**GO TO
TAB #3
AND SEE
PURCHASE & SALE AGREEMENT
B/T
TBI HOLDINGS AND ASII**

**FOR “MERGER AGREEMENT AND ANY
OTHER DOCUMENTS RELATING TO
THE MERGER AND ASII’S ASSUMPTION
OF AGI LLC’S LIABILITIES”**

EXECUTION COPY

PURCHASE AND SALE AGREEMENT

between

**TBI OVERSEAS HOLDINGS, INC.
("Seller")**

and

**AIRCRAFT SERVICE INTERNATIONAL, INC.
("Buyer")**

October 27, 2004

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of October 27, 2004 between TBI Overseas Holdings, Inc., a Delaware corporation (the "Seller"), and Aircraft Service International, Inc., a Delaware corporation (the "Buyer"). The Seller and the Buyer are referred to collectively herein as the "Parties." Capitalized terms used in this Agreement and not defined in context shall have the meanings ascribed to them on Exhibit A.

RECITALS

- A. Airport Group International, LLC, a Delaware limited liability company (the "Company") whose single-member is AGI (US) Holdings LLC, is engaged, among other matters, in the business of providing ~~airport services, including ground handling, fuel farm management and into-plane fueling, at certain airports in the United States and its territories~~ (the "Business").
- B. The Company is the successor to Airport Group International, Inc., a Delaware corporation (the "Corporation"), as the result of a merger consummated on October 12, 2004, and made effective for accounting purposes as of July 31, 2004. Prior to the consummation of the merger, Airport Group International, Inc. was the owner of the Business.
- C. AGI (US) Holdings LLC, a Delaware limited liability company ("AGI Holdings") whose single member is the Seller, was formed on August 30, 2004 for the specific purpose of being the sole member of the Company following the merger of the Company and the Corporation.
- D. The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, all of the issued and outstanding limited liability company interests of AGI Holdings (the "Interests") upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I SALE AND PURCHASE OF INTERESTS

1.1 Sale and Transfer of Interests. On the basis of the representations, warranties, covenants and agreements and subject to the satisfaction or waiver of the conditions set forth in this Agreement, at the Closing, the Seller shall sell, convey, transfer and deliver to the Buyer, and the Buyer shall purchase and acquire from the Seller, the Interests free and clear of any Encumbrances, other than applicable securities laws restrictions.

1.2 Total Consideration.

(a) In consideration for the sale and transfer of the Interests, the Buyer shall pay to the Seller an aggregate purchase price (the "Total Consideration") equal to:

- (i) [REDACTED] U.S. Dollars (\$ [REDACTED]); plus
- (ii) all Cash remaining in the Company as of the Closing; minus
- (iii) an amount of cash, if any, required to cause the CRC Assets of the Company and the CRC Liabilities of the Company to balance to zero as of the Closing (the "CRC Balance Cash"); minus
- (iv) Debt calculated as of the Closing; minus
- (v) the amount of the Glendale Closing Budget; minus
- (vi) the amount of the underfunding of the Company's defined benefit pension plan (the "Gross Closing Pension Deficit"); plus or minus (as applicable)
- (vii) the amount of the Non-CRC Working Capital Adjustment calculated according to Section 1.2(e)(iii).

(b) At Closing, the Buyer shall pay to the Seller in same day funds a portion of the Total Consideration in an amount equal to [REDACTED] U.S. Dollars (\$ [REDACTED]) (the "Closing Payment"). The Buyer shall pay the remainder of the Total Consideration, or, as applicable, the Seller will refund to the Buyer a portion of the Closing Payment when and as required under Section 1.2(e).

(c) As promptly as practicable after the Closing Date, but in no event later than one hundred twenty (120) days thereafter, the Seller will deliver, or cause to be delivered, to the Buyer a statement (the "Closing Date Statement") setting forth as of 11:59 p.m. on the Closing Date the amount of the Company's (i) Cash, (ii) Debt, (iii) Gross Closing Pension Deficit, (iv) Non-CRC Working Capital, (v) CRC Assets and (vi) CRC Liabilities. The Buyer and the Company will provide to the Seller and its representatives, upon reasonable prior notice, ~~such access to the books and records of the Company that the Seller determines is reasonably~~ necessary to prepare the Closing Date Statement. On the Closing Date Statement, the amount of Debt, CRC Assets and CRC Liabilities will be calculated in accordance with GAAP and the Historic Accounting Practices, and the amount of the Gross Closing Pension Deficit will be calculated by the Company's actuaries at NY Life Insurance Company ("NY Life") applying, based on the census of the Company conducted on December 31, 2003, the same actuarial procedures and policies historically applied by NY Life, which are attached hereto as Exhibit 1.2(c) (the "NY Life Assumptions"), to calculate the value of the defined benefit plans sponsored by the Company and its United States based Affiliates. Prior to the 60th day following the Closing Date, NY Life will deliver a draft calculation of the Gross Closing Pension Deficit to the Parties, who will have ten (10) Business Days to review such calculation. If during such review period either of the Parties identifies a mathematical error or misapplication of the NY Life Assumptions, it may, prior to the end of such review period, notify in writing NY Life

and the other Party of such error or misapplication ("GCPD Objection Notice"). If neither Party provides a GCPD Objection Notice prior to the end of such review period, the calculation of the Gross Closing Pension Deficit prepared by NY Life will be binding on the Parties. If a GCPD Objection Notice is delivered by a Party to NY Life prior to the expiration of such review period, then NY Life shall, within ten (10) Business Days, review the identified GCPD Objection Notice and either correct such error or misapplication or notify the parties that there was no such error or misapplication, and any such determination shall be binding on the Parties. Following such review by NY Life, the calculation of the Gross Closing Pension Deficit, either as corrected or as originally issued by NY Life, whichever is applicable, will be binding on the Parties and will be included in the Closing Date Statement. The Parties shall each pay one half of the fees and expenses charged by NY Life to prepare the calculation of the Gross Closing Pension Deficit contained in the Closing Date Statement.

(d) For a period not to exceed thirty (30) Business Days following the date that the Seller delivers the Closing Date Statement to the Buyer (the "Review Period"), the Buyer shall have the right to review the amount of Cash, Debt, Non-CRC Working Capital, CRC Assets and CRC Liabilities reflected on the Closing Date Statement. The Seller will give, or cause its representatives to give, the Buyer and its representatives, upon reasonable prior notice, such access to the books, records and work papers used by the Seller and its representatives to prepare the Closing Date Statement as the Buyer determines is reasonably necessary to conduct its review of the amount of Cash, Debt, Non-CRC Working Capital, CRC Assets and CRC Liabilities reflected on the Closing Date Statement.

(e) The remainder of the Total Consideration, if any, above the Closing Payment will be paid by the Buyer to the Seller or, if applicable, the amount of any refund of a portion of the Closing Payment will be paid by the Seller to the Buyer according to the following procedure, which shall be the exclusive remedy of the Parties with respect to such matters.

(i) If prior to the end of the Review Period, the Buyer has not given to the Seller a written notice of its objection (stating the specific amounts to which the Buyer objects and the basis for Buyer's objection thereto) (a "Notice of Objection") to all or any portion of the Seller's calculation of the Cash, Debt, Non-CRC Working Capital, CRC Assets or ~~CRC Liabilities set forth on the Closing Date Statement, then the amount of any of the Cash,~~ Debt, Non-CRC Working Capital, CRC Assets, or CRC Liabilities to which the Buyer has not objected shall be binding and conclusive on the parties and shall be used in computing the Total Adjustment Amount.

(ii) If the Buyer delivers to the Seller a Notice of Objection, and if the Seller and the Buyer fail to resolve the issues outstanding with respect to the calculation of the items identified in the Notice of Objection within thirty (30) days after the delivery of the Notice of Objection, the Seller and the Buyer shall submit the issues remaining in dispute to the Orlando, Florida office of KPMG, independent public accountants (the "Independent Accountants") for resolution by a person who is expert in the business of airport services according to the procedures set forth on Exhibit 1.2(e)(ii). The Seller and the Buyer will each pay one-half of the fees and expenses of the Independent Accountants for such determination.

(iii) The "Non-CRC Working Capital Baseline" shall be Two Million U.S. Dollars (\$2,000,000). The "Non-CRC Working Capital Adjustment" shall be either

(I) the amount by which the amount of the Non-CRC Working Capital as of 11:59 p.m. on the Closing Date as finally determined to be binding on the Parties pursuant to this Section 1.2(e) is greater than the Non-CRC Working Capital Baseline plus Five Hundred Thousand U.S. Dollars (\$500,000) or

(II) the amount by which the amount of the Non-CRC Working Capital as of 11:59 p.m. on the Closing Date as finally determined to be binding on the Parties pursuant to this Section 1.2(e) is less than the Non-CRC Working Capital Baseline minus Five Hundred Thousand U.S. Dollars (\$500,000).

(iv) The "Total Adjustment Amount" shall be (I) Four Million U.S. Dollars (\$4,000,000) plus (II) Cash as of the Closing Date as finally determined to be binding on the Parties pursuant to this Section 1.2(e) plus or minus (as applicable) (III) the Non-CRC Working Capital Adjustment minus (IV) the Glendale Closing Budget after giving credit to the Seller for any items out of the Glendale Closing Budget paid by the Company, the Seller or its Affiliates at or prior to Closing minus (V) Debt as of the Closing Date as finally determined to be binding on the Parties pursuant to this Section 1.2(e) minus (VI) the Gross Closing Pension Deficit minus (VII) the CRC Balance Cash.

(v) If the Total Adjustment Amount is a positive number, the Buyer shall pay the Total Adjustment Amount to the Seller by 5:00 p.m. London, England time on the date that is no later than the fifth Business Day following the earlier to occur of the Early Adjustment Date or the Late Adjustment Date. If the Total Adjustment Amount is a negative number, the Seller shall pay an amount equal to the positive inverse of the Total Adjustment Amount to the Buyer on the date that is no later than the fifth Business Day following the earlier to occur of the Early Adjustment Date or the Late Adjustment Date.

(f) For the avoidance of doubt and by way of example only to demonstrate the mechanism that the Parties agree should be used to calculate the Total Consideration under this Section 1.2, Exhibit 1.2(f) contains a calculation of how the Total Consideration would have been calculated as of August 31, 2004 using numbers that the Parties agree are assumed for demonstration purposes only to be correct as of that date.

1.3 The Closing.

(a) Time and Location. Unless this Agreement has been terminated prior to the Closing Date pursuant to Article VII, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Wilmer Cutler Pickering Hale and Dorr LLP in Washington, D.C., commencing at 10:00 a.m., local time, on October 27, 2004, or, if all of the conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than the delivery of documents to be delivered at Closing) have not been satisfied in full or waived by such date, on such mutually agreeable later date that is the last Business Day of a calendar month following the first date on which the conditions to the

obligations of the Parties to consummate the transactions contemplated hereby (other than the delivery of documents to be delivered at Closing) have been satisfied or waived (the "Closing Date"). For all purposes under this Agreement, the Closing shall be effective as of 11:59 p.m. on the Closing Date.

(b) Actions at the Closing.

At the Closing:

- (i) the Seller shall deliver (or cause to be delivered) to the Buyer the various certificates, documents and instruments required to be delivered under Section 5.1;
- (ii) the Buyer shall deliver (or cause to be delivered) to the Seller the various certificates, documents and instruments required to be delivered under Section 5.2;
- (iii) the Seller shall deliver to the Buyer a transfer certificate duly executed by the Seller transferring the Interests to the Buyer free and clear of any Encumbrances, other than applicable securities laws restrictions;
- (iv) the Seller shall deliver (or shall cause to be delivered) to the Buyer the minute books, stock books, ledgers and registers, corporate seals and other similar corporate and limited liability company records of AGI Holdings, the Corporation and the Company, as applicable;
- (v) the Buyer shall pay to the Seller the Closing Payment by wire transfer of same day funds into an account designated by the Seller and otherwise in the manner set forth on a flow of funds memorandum prepared by the Seller; and
- (vi) the Parties shall execute and deliver to each other a cross-receipt evidencing the consummation of the transactions referred to above.

1.4 Assumption of LLC Agreement. Effective as of the Closing, Buyer, as transferee of the Interests, agrees to assume and be bound by the Limited Liability Company Agreement of AGI Holdings attached hereto as Exhibit 1.4 (the "LLC Agreement"), including any amendments thereto effected by Buyer at Closing.

1.5 Further Assurances. At any time and from time to time after the Closing Date, as and when requested by any Party hereto and at such Party's expense, the other Party shall promptly execute and deliver, or cause to be executed and delivered, all such documents, instruments and certificates and shall take, or cause to be taken, all such further or other actions as are necessary to evidence and effectuate the transactions contemplated by this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer that the ~~statements contained in this Article II are true and correct as of the date hereof, except as set forth in the Disclosure Schedule~~ provided by the Seller to the Buyer on the date hereof (the "Disclosure Schedule"). The Disclosure Schedule shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article II. The disclosures in any section or subsection of the Disclosure Schedule shall qualify other sections and subsections in this Article II to the extent it is reasonably clear from a reading of the disclosure that such disclosure is applicable to such other sections and subsections. The inclusion of any information in the Disclosure Schedule (or any update thereto) shall not be deemed to be an admission or acknowledgment, in and of itself, that such information is required by the terms hereof to be disclosed, is material to the Company, has resulted in or would result in a Material Adverse Effect, or is outside the ordinary course of business. For purposes of this Agreement, the phrase "to the Knowledge of the Seller" or any phrase of similar import shall mean the actual knowledge of the Persons listed on Exhibit 2, in each case, after review of their files. For the avoidance of doubt, references to the "Company" shall be deemed to include the Corporation.

2.1 Organization, Qualification and Corporate Power.

(a) The Seller. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of AGI Holdings and the Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and each of them is duly qualified to conduct business under the laws of each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities, in each case as they relate exclusively to the Business, makes such qualification necessary. Each of Seller and the Company has all requisite corporate power and authority to carry on the business in which it is now engaged and to own and use the properties now owned and used by it.

(b) Charter and Corporate Records. The Seller has made available to the Buyer correct and complete copies of the LLC Agreement, the limited liability company agreement of the Company (the "Operating Agreement") and the minute books (containing the records of meetings of the members or stockholders, as the case may be, and the board of directors) and the member or stock ledger, as the case may be, of AGI Holdings, the Company and the Corporation, which are correct and complete in all material respects since October 1999. The Company is not in default under or in violation of any provision of the Operating Agreement and AGI Holdings is not in default under or in violation of any provision of the LLC Agreement.

2.2 Capitalization; Subsidiaries.

(a) All of the issued and outstanding Interests are owned of record and beneficially by the Seller and the Seller has good title to the Interests, free and clear of any Encumbrance, other than applicable securities law restrictions. The capitalization of each of

AGI Holdings and the Company is set forth on the Disclosure Schedule. All of the issued and outstanding Interests are duly authorized, validly issued, fully paid and non-assessable.

(b) There are no outstanding or authorized options, warrants, rights, agreements or commitments to which the Seller, AGI Holdings or the Company is a party or which are binding upon the Seller, AGI Holdings or the Company, as applicable, providing for the issuance, disposition or acquisition of any limited liability company interests of either of AGI Holdings or the Company, as applicable. There are no outstanding or authorized limited liability company interest appreciation, phantom limited liability company interest or similar rights with respect to either of AGI Holdings or the Company. Other than the LLC Agreement and the Operating Agreement, as applicable, there are no agreements, voting trusts or proxies with respect to the voting, or registration under the Securities Act of 1933, as amended, of either of AGI Holdings or the Company, respectively.

(c) AGI Holdings is a special purpose entity that was formed as a limited liability company in the State of Delaware on August 30, 2004 for the purpose of holding all of the limited liability company interests of the Company. AGI Holdings has no assets of any kind other than the limited liability company interests of the Company and has no Liabilities of any kind, other than inchoate Liabilities that AGI Holdings has incurred as a matter of law under the Delaware Limited Liability Company Act.

(d) A complete list of all subsidiaries of the Company and other entities in which the Company holds a majority equity interest (collectively, the "Subsidiaries") are identified on the Disclosure Schedule. Each of the Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized is duly qualified to conduct business under the laws of each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities, in each case as they relate exclusively to the Business, makes such qualification necessary. The Disclosure Schedule contains a complete list of all other equity ownership interests of the Company in any other entities. Set forth on the Disclosure Schedule is the capitalization of (i) the Subsidiaries and (ii) any other entities in which the Company holds an interest (the "Other Equity Interests"). All of the issued and outstanding equity interests of the Subsidiaries are owned of record and ~~beneficially by the Company, free and clear of any Encumbrances, other than applicable~~ securities laws restrictions. The Company has good title to the Other Equity Interests, free and clear of any Encumbrance, other than applicable securities laws restrictions and the provisions of the joint venture agreements identified on the Disclosure Schedule or other organizational documents.

2.3 Authority. The Seller has all requisite corporate and statutory power and authority to execute and deliver this Agreement and in any ancillary documents, certificates and agreements to be delivered in connection with the transactions contemplated under this Agreement (collectively with this Agreement, the "Transaction Documents") and to perform its obligations hereunder and thereunder. The execution and delivery by the Seller of this Agreement and (when executed and delivered by the Seller) the Transaction Documents and the consummation by the Seller of the transactions contemplated hereby have been or will have

been, as applicable, validly authorized by all necessary corporate action on the part of the Seller. This Agreement and (when executed and delivered by the Seller) the Transaction Documents have been or will have been, as applicable, validly executed and delivered by the Seller and, assuming this Agreement constitutes the valid and binding obligation of the Buyer, constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and by equitable principles, including those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses.

2.4 Non-contravention. Subject to compliance with the applicable requirements of any applicable antitrust or trade regulation laws, neither the execution and delivery of this Agreement by the Seller, nor the consummation by the Seller of the transactions contemplated hereby, will, except as set forth on the Disclosure Schedule:

(a) conflict with or violate any provision of the certificate, bylaws or limited liability company agreement, as applicable, of AGI Holdings, the Company or the Seller;

(b) require on the part of AGI Holdings, the Company or the Seller any material filing or registration with, or any material permit, authorization, consent or approval of, any Governmental Authority;

(c) ~~except with respect to the Designated Contracts~~ conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a ~~default~~ under, result in the acceleration of obligations under, create in any party the right to terminate or modify, or require any notice, consent or waiver under, any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness or Encumbrance (except for any Permitted Encumbrance) to which the Seller, AGI Holdings or the Company is a party or by which the Seller, AGI Holdings or the Company is bound or to which any of their respective assets is subject, ~~except for (i) any conflict, breach, default, acceleration or right to terminate or modify that would not have a Material Adverse Effect or (ii) any notice, consent or waiver the absence of which would not have a Material~~ Adverse Effect;

(d) violate any material order, writ, injunction or decree specifically naming, or statute, law, rule or regulation applicable to AGI Holdings, the Company or the Seller or any of or their respective properties or assets; or

(e) ~~materially conflict with~~ result in a material breach of, or constitute (with or without due notice or lapse of time or both) a material default under, or result in an acceleration of material obligations under, create in any party the right to terminate or materially ~~modify~~, or require any notice, consent or waiver under that is material, any of the ~~Designated~~ Contracts.

2.5 Financial Statements. Attached to the Disclosure Schedule are true, correct and complete copies of the following financial statements of the Business (collectively, the "Financial Statements"): (a) the audited balance sheet as of and for the fiscal year ended March 31, 2004 (the "Baseline Balance Sheet" and such date being the "Balance Sheet Date"), and (b) audited statements of profit and loss for the Business as of and for the fiscal years ended March 31, 2002, March 31, 2003, and March 31, 2004. The Financial Statements have been prepared consistent with past practice in accordance with GAAP and the Historic Accounting Practices and fairly present, in all material respects, the financial condition of the Business as of the respective dates thereof and for the periods referred to therein except that the Financial Statements do not include footnotes.

2.6 Absence of Certain Changes. Except as contemplated by this Agreement or as set forth on the Disclosure Schedule, since the Balance Sheet Date (a) neither AGI Holdings nor the Company has sustained any material loss or interference with its business from fire, explosion, flood, or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree; (b) ~~there has not been any Material Adverse Effect on the Business;~~ (c) none of the Seller, AGI Holdings nor the Company has authorized, issued, sold or transferred any equity securities in AGI Holdings, the Company or the Subsidiaries (including any securities convertible or exercisable into or exchangeable for any equity interests in the Company) to any Person; (d) neither AGI Holdings nor the Company has made any dividend or distribution of cash, securities or other assets in respect of its equity securities; (e) amended the LLC Agreement, the Operating Agreement or the certificates of formation of AGI Holdings or the Company; (f) merged or consolidated AGI Holdings, the Company or the Subsidiaries with any other Person or entity; (g) sold, assigned, transferred or placed any Encumbrance on any of the assets of AGI Holdings or the Company in a single transaction or series of related transactions in an amount in excess of \$100,000, except for sales in the ordinary course of business and sales, assignments or transfers of assets not used in the Business; (h) acquired any operating business (or portion thereof), whether by merger, stock purchase or asset purchase; (i) paid, discharged or satisfied any claim, liability, obligation (whether fixed or contingent) outside of the ordinary course of business in excess of (1) \$150,000 individually or (2) \$500,000 in the aggregate; (j) outside of the ordinary course of business, canceled any receivables or third party obligations or ~~waived any claims or rights against third parties in an amount in excess of (1) \$150,000 individually or (2) \$500,000 in the aggregate;~~ or (k) agreed in writing or otherwise to take any of the foregoing actions.

2.7 Undisclosed Liabilities. Except as ~~set forth in the Disclosure Schedule~~ or in the Financial Statements, to the Knowledge of the Seller, the Company does not have any ~~Liabilities~~, debts, claims or obligations of any nature on the date of this Agreement that are required to be included on a balance sheet prepared in accordance with GAAP ("Liabilities"), except (a) Liabilities incurred in the ordinary and usual course of business and consistent with past practice since the Balance Sheet Date, (b) Liabilities incurred in connection with or as a result of the transaction contemplated by this Agreement, and (c) Liabilities accrued for on the Baseline Balance Sheet.

2.8 Tax Matters.

(a) Each of AGI Holdings, the Company and the Subsidiaries has filed or had filed on its behalf all Tax Returns that it was required to file (separately or as part of a consolidated, combined or unitary group), and all such Tax Returns were correct and complete to the extent they relate to the AGI Holdings, the Company or any of the Subsidiaries in all material respects. Each of AGI Holdings, the Company and the Subsidiaries has paid (or had paid on its behalf) all Taxes that are shown to be due and payable on any such Tax Returns to the extent such Taxes relate to AGI Holdings, the Company or any of the Subsidiaries. The unpaid Taxes of the Company and each of the Subsidiaries for Tax periods through the Balance Sheet Date do not exceed the accruals and reserves for Taxes set forth on the Baseline Balance Sheet, except for any such Taxes that would not have a Material Adverse Effect.

(b) No Tax Proceeding relating to AGI Holdings, the Company or any of the Subsidiaries is currently pending or in progress.

(c) Since April 4, 2000, none of AGI Holdings, the Company nor any of the Subsidiaries has been a member of a group with which it has filed or been included in a combined, consolidated or unitary Income Tax Return other than a group the common parent of which was TBI US, Inc., a Delaware corporation.

(d) None of AGI Holdings, the Company nor any of the Subsidiaries is a party to any agreement pursuant to which it will, after the Closing, be obligated to make any "excess parachute payment" within the meaning of Section 280G of the Code in connection with the "change of control" resulting from the transactions contemplated by this Agreement.

(e) Neither AGI Holdings nor the Company has made an election to be treated as an association taxable as a corporation under U.S. Treasury Regulation Section 301.7701-3(c), and no owner of interests in AGI Holdings or the Company has made any such election on behalf of AGI Holdings or the Company.

(f) The Company has delivered or made available to Buyer true and complete copies of all federal Income Tax Returns of AGI Holdings, the Company and the Subsidiaries for all taxable periods ending on or after March 31, 2001.

2.9 Properties

(a) A list of all the tangible property and assets, real and personal having a Net Book Value as of August 31, 2004, in excess of \$50,000, owned or leased by the Company and its Subsidiaries is set forth on the Disclosure Schedule (including a list of all motor vehicles and vehicle I.D. numbers, and all bank accounts maintained by the Company and its Subsidiaries). All of the tangible property and assets, real and personal, of the Company are in "as is, where is" condition.

(b) Except as set forth on the Disclosure Schedule,

(i) the Company has good and marketable title to all of the properties and assets identified on the Disclosure Schedule that are owned by the Company;

(ii) the Company has a valid leasehold interest in, all of the properties and assets identified on the Disclosure Schedule that are leased by the Company;

(iii) the Company's title to all of the properties and assets identified on the Disclosure Schedule that are owned by the Company are free and clear of all Encumbrances (except Permitted Encumbrances);

(iv) there are no other material assets which are used in connection with the Business of the Company which are not owned by the Company; and

(v) no Person, other than the Company and its Subsidiaries, has any legal right to occupy any portion of the Company's premises pursuant to a written contract, lease or license.

2.10 Intellectual Property. The Disclosure Schedule lists all patents and trademarks (including any pending patent or trademark applications) and other material intellectual property (the "Intellectual Property") used in the operation of the Business and sets forth the nature of ownership or right to use of such patent or trademark or other intellectual property. Except as disclosed in the Disclosure Schedule: (a) none of such patents or trademarks are licensed by a third party to the Company as a licensee, and the Company has not granted any license to a third party or agreed to pay to or receive from any royalty in respect of any of such patents or trademarks; (b) to the Knowledge of the Seller, the Company has not materially infringed any patent, trademark or other intellectual property of any third party; and (c) to the Knowledge of the Seller, no third party is infringing in the United States on any patent or trademark owned by the Company or its Subsidiaries. Except as set forth on the Disclosure Schedule, to the Knowledge of the Seller, the Company has not received any written notice that its domain name "airportgroup.com" may create a likelihood of consumer confusion or in any way infringe upon the rights of any other Person. None of the Seller, the Company or their Affiliates have Encumbered the patents or trademarks that are owned by the Company and its Subsidiaries and used in the Business. Neither the Company nor its Affiliates have any agreement or understanding with any Person that would limit or restrict in any way its ability to expand the use of any trademark or service mark, including "AGI" or "Airport Group International" either geographically or with respect to classes or fields of use.

2.11 Contracts

(a) The Disclosure Schedule lists all of the following types of contracts or agreements to which AGI Holdings, the Company or the Subsidiaries is a party as of the date of this Agreement:

- (i) any collective bargaining agreement with respect to its employees;
- (ii) any employment or consulting agreement that has an aggregate annual liability in excess of \$55,000;
- (iii) licensing agreements;

(iv) leases of (or other arrangements for the use of) any item of personal property having an annual rental in excess of \$50,000 and for a total remaining rental in excess of \$250,000;

(v) all contracts or agreements with a current or former officer, manager or director of AGI Holdings, the Company and its Subsidiaries;

(vi) any contract or agreement entered into in the ordinary course of business that involves the payment or receipt of an amount per annum in excess of \$250,000 or any contract or agreement entered into outside the ordinary course of business that involves the payment or receipt of an amount per annum in excess of \$100,000;

(vii) any ~~credit agreement, loan agreement, indenture~~, note, mortgage, security agreement, loan commitment, ~~letter of credit, guaranty, bond or evidence~~ of indebtedness, or any other contract or agreement relating to the borrowing of any amount of funds by the Company, but not including any trade payables;

(viii) any lease of real property having an annual rental in excess of \$250,000; or

(ix) any contract or agreement granting to any Person a right of first refusal or option to purchase or acquire any assets valued at more than \$100,000;

(x) all stay or completion bonuses payable by the Company and the amount per Employee thereof (the "Stay Bonuses"), and any contracts (but not including Benefit Plans or policies contained in the Company's policy information manual or employee handbook) for the payment of severance, incentive, compensation, profit sharing, retirement, pension, group insurance, death benefit or other fringe benefit plans, deferred compensation and post-termination obligations or trust agreements (including, without limitation, any agreements or arrangements affected or triggered by the transactions contemplated hereunder);

(xi) all agreements of sales agency, representation, distribution, or franchise and all agreements with distributors, dealers, sales agents or sales representatives;

(xii) all agreements pursuant to which AGI Holdings or the Company purchased or sold a business (or portion thereof) or any material assets outside of the ordinary course of business;

(xiii) any agreement limiting the freedom of AGI Holdings or the Company or its personnel to compete in any line of business or with any Person, or limiting the freedom of any other Person to compete with AGI Holdings or the Company;

(xiv) all joint venture, partnership, or other contracts (however named) involving a sharing of profits, revenues, losses, costs, liabilities, or a sharing of facilities, by AGI Holdings or the Company with any other Person;

provided, however, that no agreement referred to in clauses (i) through (xiv) above need be disclosed unless AGI Holdings or the Company currently has, or may in the future have, any rights, obligations or Liabilities thereunder.

(b) The Seller has made available to the Buyer a complete and accurate copy of each contract and agreement required to be listed in ~~Section 2.11(a)(i) through (xiv) (but not including Stay Bonuses) of the Disclosure Schedule (the "Designated Contract").~~ Each Designated Contract is a valid and binding obligation of the Company and AGI Holdings, as applicable, and, to the Knowledge of the Seller, of each other party thereto. The Company is not in material breach or material default under any Designated Contract, and, to the Knowledge of the Seller, no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a material default or material breach by AGI Holdings or the Company. To the Knowledge of the Seller, no event has occurred or condition or state of facts exists that, with or without the passage of time or the giving of notice or both, constitutes or would constitute a material breach or default under any Designated Contract by any other party thereto.

(c) The Company does not have any outstanding deferred consideration obligations in respect of any prior acquisitions of operating businesses by the Company that would not be for the account of the Seller as provided in Section 9.6.

2.12 Litigation. The Disclosure Schedule lists, as of the date of this Agreement, each (a) judgment, order, decree, stipulation or injunction of any Governmental Authority specifically naming AGI Holdings or the Company, and (b) action, claim, summons, grievance, suit or proceeding (each a "Proceeding") pending by or before any Governmental Authority, arbitrator or mediator to which AGI Holdings or the Company is a party (including with respect to any Employees) or, to the Knowledge of the Seller, threatened by any Governmental Authority in writing, except that in the case of clause (b), any individual Proceeding (which is not related to any other Proceeding or part of such action) which seeks only monetary relief in an aggregate specified amount in controversy less than \$250,000 need not be disclosed.

2.13 Employment Matters. The Disclosure Schedule contains a list, as of the date of this Agreement, of all Employees whose annual rate of compensation exceeds \$55,000 per year, along with the position and the annual rate of compensation of each such Person. Except as disclosed in the Disclosure Schedule, all Employees are employed by the Company at will. Except as set forth on the Disclosure Schedule, there are no controversies (including, without limitation, strikes, work stoppages, slow-downs or lockouts) pending or, to the Knowledge of Seller, threatened against the Company by any of its Employees nor, to the Knowledge of Seller, are there any organizing efforts presently being made involving the unorganized Employees of the Company that would have a Material Adverse Effect on the Company. Except as set on disclosed on the Disclosure Schedule, since January 1, 2004, no Employee having a salary of greater than \$50,000 per annum has filed or asserted or, to the Knowledge of the Seller, threatened in writing any Proceeding against the Company or the Seller under or arising out of any statute, law, policy, ordinance, rule or regulation relating to employment discrimination, harassment or occupational safety and health.

2.14 Employee Benefits.

(a) The Disclosure Schedule contains a complete and accurate list of all Employee Benefit Plans maintained, or contributed to, by the Company (the "Company Benefit Plans") or any ERISA Affiliate for the benefit of the Employees (and their beneficiaries) that are material to the Business (together with the Company Benefit Plans, the "Benefit Plans"). Complete and accurate copies of all Benefit Plans and any amendments thereto, and a copy of all related trust agreements, insurance contracts, summary plan descriptions, summaries of material modifications, ~~copies of the three most recent Form 5500s filed for all Benefit Plans, a copy of~~ the most recent IRS determination letter for each Benefit Plan that is intended to be qualified under Section 401(a) of the Code have been made available to the Buyer.

(b) The Benefit Plans that are intended to be qualified under Section 401(a) of the Code have received determination letters from the Internal Revenue Service to the effect that such Benefit Plans are qualified and the plans and the trusts related thereto are exempt from federal Income Taxes under Sections 401(a) and 501(a), respectively, of the Code, or the period for obtaining such a determination letter has not yet closed. To the Knowledge of the Seller, nothing has occurred, whether by action or failure to act, that could reasonably be expected to cause a loss of such qualification.

(c) Except as set forth on the Disclosure Schedule, neither the Company nor any ERISA Affiliate is required to contribute, nor in the past twelve (12) months has it contributed, to any Benefit Plan subject to Title IV of ERISA or to any Multiemployer Plan.

(d) Each Benefit Plan is in material compliance with its terms and ERISA, the Code and other applicable laws. No act or omission has occurred and no condition exists with respect to any Benefit Plan maintained or contributed to by the Company or any ERISA Affiliate that would subject the Company or the Buyer to any material fine, penalty, Tax or liability of any kind imposed under ERISA or the Code (other than routine claims for benefits accrued under the Benefit Plans for Employees and their beneficiaries).

(e) ~~Except as would not have a Material Adverse Effect or as disclosed on the Disclosure Schedule, there are no unfunded obligations under any Benefit Plan providing welfare benefits after termination of employment to any Employee (or to any beneficiary of any such Employee), excluding continuation of health coverage required to be continued under Section 4980B of the Code or other similar applicable laws.~~

(f) There are no termination proceedings or other claims (except claims for benefits payable in the normal operation of the Employee Benefit Plans and proceedings with respect to qualified domestic relations orders), suits or proceedings against or involving any Benefit Plan or asserting any rights or claims to benefits under any Benefit Plan, or, to the Knowledge of the Seller, investigations by any Governmental Authority involving any Benefit Plan that would be reasonably likely to result in the termination or disqualification of any Benefit Plan.

(g) To the Knowledge of Seller, neither the Company nor any "party in interest" or "disqualified person" with respect to any Benefit Plan has engaged in a non-exempt "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 of ERISA.

(h) Except as set forth on the Disclosure Schedule, all required contributions (including all employer contributions and employee salary reduction contributions) under any of the Benefit Plans or under applicable law have been made by the due date thereof (including any valid extensions), and all contributions for any period ending on or before the Closing Date that are not yet due will have been paid or accruals for such contributions have been made on the Company's Financial Statements in accordance with GAAP and the Historic Accounting Practices.

(i) Except as set forth on the Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (I) result in any payment becoming due to any Employee that the Company would be required to pay after the Closing, (ii) increase any benefits otherwise payable under any Benefit Plan, or (iii) result in the acceleration of the time of payment or vesting of such benefit under any Benefit Plan and for which the Company will be required to make a payment after the Closing.

2.15 Environmental Matters. Except as described in the Disclosure Schedule:

(a) to the Knowledge of the Seller, ~~(i) the Company is in compliance with all~~ Environmental Laws applicable to the Company's business operations, including the possession of, and compliance with, all permits, licenses and authorizations required under applicable Environmental Laws ("Environmental Permits") except to the extent such noncompliance or non-possession individually or collectively would ~~not have a Material Adverse Effect~~, (ii) there are no legal proceedings pending or threatened to revoke such Environmental Permits and (iii) Seller has not been notified by any Governmental Authority to the effect that there is lacking any Environmental Permit required for the current use or operation of any property owned, leased or operated by the Seller and used in the operation of the Company's business.

(b) the Company has not received written notice or, to the Knowledge of Seller, oral notice, of any Environmental Claim against the Company, that is pending or unresolved, relating to any property or facility that it owns, operates or leases or has previously owned operated or leased, except to the extent that such Environmental Claim(s) individually or collectively would not have a Material Adverse Effect;

(c) the Company has not received from any Governmental Authority written notice or, to the Knowledge of Seller, oral notice, alleging that it has been named or may be named as a responsible or potentially responsible party under any Environmental Law for any site contaminated by Materials of Environmental Concern in connection with Releases related to the current or former operations of the Company's business;

(d) the Company has not received from any third party a written notice, or to the Knowledge of the Seller, oral notice, of its potential responsibility under CERCLA or any

comparable Environmental Law for investigation, remedial, removal or other response costs, natural resources damages or other claims (including administrative order) arising out of the Release or threatened Release of any Materials of Environmental Concern at a location other than any property, owned, leased or operated by the Seller, except to the extent such liability individually or in the aggregate would not have a Material Adverse Effect; and

(e) to the Knowledge of the Seller, since September 20, 1999, there has been no Release of Materials of Environmental Concern to the Environment resulting directly from the Company's operations at any of the properties owned or operated by the Company since September 20, 1999, except for such Release that would not reasonably be expected to have a Material Adverse Effect.

2.16 Legal Compliance. The Company is in compliance with all laws, rules and regulations (hereunder) of any Governmental Authority that are currently in effect, except where the failure to comply therewith would not have a Material Adverse Effect. The Company has not received written notice of any pending action, suit, proceeding, hearing, investigation, claim, demand or notice alleging any failure to so comply, except for any that would not have a Material Adverse Effect.

2.17 Permits. The Disclosure Schedule lists all material permits, licenses, registrations, orders, approvals, franchises or authorizations from any Governmental Authority (collectively, the "Permits") that are required to occupy the premises or operate the Business of the Company and its Subsidiaries, but not including any Environmental Permits. To the Knowledge of the Seller, (a) each Permit is in full force and effect and the Company is not in material violation of or default under any Permit and (b) no suspension or cancellation of any Permit has been threatened in writing.

2.18 Business Relationships with Affiliates. Except as disclosed on the Disclosure Schedule the Company is not a party to any contract or agreement with any of the Seller's Affiliates pursuant to which the Seller or its Affiliates would have any claim against the Company that would be enforceable by the Seller or its Affiliates after the Closing. Except as set forth on the Disclosure Schedule, (a) no officer or director of the Company is an officer, director, member, stockholder, manager, employee or consultant of, or owns or otherwise controls any Person which is, or is engaged in business as, a competitor, customer or supplier of the Company; and (b) neither the Seller nor any of its Affiliates (other than the Company and the Subsidiaries) owns, directly or indirectly, in whole or in part, any tangible or intangible property which the Company is using in connection with its Business.

2.19 Brokers' Fees. Neither AGI Holdings nor the Company has any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement that would constitute a liability or obligation of the Company after the Closing.

2.20 Accounts Receivable. All of the Company's accounts receivable arose from bona fide transactions relating to the sale of goods or the provision of services in the ordinary course

of business. Except as set forth on the Disclosure Schedule, to the Knowledge of the Seller, no account receivable is being contested or disputed by the obligor thereon involving an amount in excess of \$50,000.

2.21 Customers and Suppliers. The Disclosure Schedule sets forth (a) the names of the top ten (10) customers that purchased goods or services from the Company during the twelve-month period ending July 31, 2004, along with the dollar amount of sales to such customers (the "Top 10 Customers"), and (b) the names of the top ten (10) non-insurance suppliers from which the Company ordered supplies or services during the twelve month period ending July 31, 2004, along with the dollar amount of purchases from such suppliers ("Top 10 Suppliers"). Except as set forth on the Disclosure Schedule, since the Balance Sheet Date, no Top 10 Customers or Top 10 Suppliers have ceased or materially decreased, or to the Knowledge of the Seller, threatened in writing to cease or materially decrease their purchases from, or sales to, the Company of any goods, supplies or services. Except as set forth on the Disclosure Schedule, no Top 10 Customer has since the Balance Sheet Date notified the Company in writing that it will require the Company to materially reduce prices, materially increase rebates or otherwise materially change the terms of sale to such customer as a condition to retaining existing business.

2.22 Absence of Certain Business Practices. None of (a) the Company, any Subsidiaries, or any officer or director of the Company, nor (b) to the Knowledge of the Seller, any other employee or agent of the Company, has during the past three (3) years given or agreed to give any illegal gift to any customer, supplier, governmental employee or other person who is or may be in a position to help or hinder the business of the Company (or assist the Company in connection with any actual or proposed transaction relating to the business of the Company) (i) which would subject or has subjected the Company to any criminal penalty, or (ii) for any of the purposes described in Section 162(c) of the Code.

2.23 Insurance. The Disclosure Schedule contains a true, correct and complete list of each occurrence based insurance policy carried by or naming AGI Holdings, the Company and the Subsidiaries (collectively, "Insurance Policies").

2.24 Disclaimer of Other Representations and Warranties. The Company does not make and has not made any representations or warranties relating to the Business or the Company in connection with the transactions contemplated hereby other than those expressly set forth in this Article II. It is understood that Buyer has fully reviewed the Disclosure Schedule, the materials referenced therein and the materials contained in the Data Room.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller that the statements contained in this Article III are true and correct as of the date hereof. For purposes of this Agreement, the phrase "to the Knowledge of the Buyer" or any phrase of similar import shall mean the actual knowledge of the Persons identified on Exhibit 3, in each case, after review of their files and

inquiry of those Persons involved on behalf of the Buyer in the due diligence activities relating to the transactions contemplated by this Agreement.

3.1 Organization. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authority. The Buyer has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by the Buyer of this Agreement and the consummation by the Buyer of the transactions contemplated hereby have been validly authorized by all necessary corporate action on the part of the Buyer. This Agreement has been validly executed and delivered by the Buyer and, assuming this Agreement constitutes the valid and binding obligation of the Seller, constitutes or a valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights of creditors generally and by equitable principles, including those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses.

3.3 Non-contravention. Subject to compliance with the applicable requirements of any applicable antitrust or trade regulation laws, neither the execution and delivery by the Buyer of this Agreement nor the consummation by the Buyer of the transactions contemplated hereby or thereby, will:

- (a) conflict with or violate any provision of the charter or bylaws of the Buyer;
- (b) require on the part of the Buyer any filing with, or permit, authorization, consent or approval of, any Governmental Authority, except for any filing, permit, authorization, consent or approval which if not obtained or made would not have a material adverse effect on the ability of the Buyer to consummate the transactions contemplated by this Agreement (a "Buyer Material Adverse Effect");
- ~~(c) conflict with, result in a breach of, constitute (with or without due notice~~
or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party any right to terminate or modify, or require any notice, consent or waiver under, any contract or agreement to which the Buyer is a party or by which the Buyer is bound, except for (i) any conflict, breach, default, acceleration or right to terminate or modify that would not have a Buyer Material Adverse Effect or (ii) any notice, consent or waiver the absence of which would not have a Buyer Material Adverse Effect; or
- (d) violate any order, writ, injunction or decree specifically naming, or statute, law, rule or regulation applicable to, the Buyer or any of its properties or assets, except for any violation that would not have a Buyer Material Adverse Effect.

3.4 Litigation. There are no actions, suits, claims or legal, administrative or arbitration proceedings pending against, or, to the Knowledge of the Buyer, threatened against, the Buyer that would adversely affect the Buyer's performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

3.5 Investment Intent. The Buyer is acquiring the Interests for investment for its own account and not with a view to the distribution of any part thereof. The Buyer acknowledges that the Interests have not been registered under U.S. federal or any applicable state securities laws or the laws of any other jurisdiction and cannot be resold without registration under such laws or an exemption therefrom. The Buyer further acknowledges that (a) it has such knowledge and experience in financial and business matters, that it is capable of evaluating the merits and risks of an investment in the Interests, (b) it can bear the economic risk of an investment in the Interests for an indefinite period of time and (c) it has had the opportunity to conduct an independent due diligence review of the Company and the Business.

3.6 Financing. The Buyer has, and at the Closing will have, sufficient sources of financing in order to consummate the transactions contemplated by the Agreement and to fulfill its obligations hereunder, including, without limitation, payment to the Seller of the Total Consideration.

3.7 Due Diligence by the Buyer. The Buyer acknowledges that it has conducted to its satisfaction an independent investigation of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Business and, in making its determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and the representations and warranties of the Seller set forth in Article II, including the Disclosure Schedule (and any updates thereto) and the covenants and other terms set forth in this Agreement. Such representations, warranties and covenants by the Seller constitute the sole and exclusive representations, warranties and covenants of the Seller to the Buyer in connection with the transactions contemplated hereby (except as otherwise set forth in the Transition Services Agreement), and the Buyer acknowledges and agrees that the Seller is not making any representation or warranty whatsoever, express or implied, beyond those expressly given in this Agreement, including any ~~implied warranty as to condition, merchantability, or suitability as to any of the assets of the~~ Company and it is understood that, except for the representation, warranties, covenants of Seller set forth in this Agreement (along with any other terms of this Agreement), the Buyer takes the Company "as is and where is." The Buyer further acknowledges and agrees that any cost estimates, projections or other predictions that may have been provided to the Buyer or any of its employees, agents or representatives are not representations or warranties of the Seller or any of its Affiliates. To the Knowledge of the Buyer, as of the Closing Date, the representations and warranties of the Seller in Article II of this Agreement are true and correct in all material respects.

ARTICLE IV PRE-CLOSING COVENANTS

4.1 Closing Efforts. Subject to the terms hereof, each of the Parties shall use reasonable commercial efforts ~~to take all actions and to do all things reasonably necessary~~ or advisable to consummate the transactions contemplated by this Agreement, including using reasonable commercial efforts to: (i) obtain all waivers, permits, consents, approvals or other authorizations from Governmental Entities and other third parties, including, without limitation the consents identified in Section 2.4 (the "Third Party Consents"), (ii) effect all registrations, filings and notices with or to Governmental Entities (the "Governmental Filings") and (iii) otherwise comply in all material respects with all applicable laws and regulations in connection with the consummation of the transactions contemplated by this Agreement. The Buyer shall bear any reasonable and ordinary course out-of-pocket costs associated with obtaining such Third Party Consents, ~~provided that, Buyer shall not be required to pay any amounts past due (in excess of any accruals or payables for which Buyer is credited in the adjustment mechanism contained in Section 1.2), taxes, fees, fines or penalties attributable to the past activities of the Business that a Person requires be paid in order to give its consent.~~ Each of the Parties shall promptly notify each of the other Parties of any fact, condition or event known to it that would reasonably be expected to prohibit, make unlawful or delay the consummation of the transactions contemplated by this Agreement.

4.2 [Reserved]

4.3 Operation of Business. Except as contemplated by this Agreement or with the prior written consent of the Buyer, during the period from the date of this Agreement until the Closing Date, the Seller shall cause AGI Holdings and the Company to operate only in the ordinary course of business and consistent with historical practices (including, without limitation, the continuation of current and proposed projects and the pursuit of existing or proposed bid efforts), and the Seller shall cause AGI Holdings and the Company not to:

(a) authorize, issue, sell or transfer any equity interests in AGI Holdings, the Company or the Subsidiaries, including any securities convertible or exercisable into or exchangeable for any equity interests in AGI Holdings, the Company or the Subsidiaries;

(b) amend the LLC Agreement, the Operating Agreement or the certificates of formation of the Company or AGI Holdings;

(c) merge or consolidate AGI Holdings, the Company or the Subsidiaries with any other Person or entity;

(d) sell, assign, transfer or place any Encumbrance that would survive Closing on any of the assets of the Company in a single transaction or series of related transactions in an amount in excess of \$100,000, except for sales in the ordinary course of business and sales, assignments or transfers of assets not used in the Business;

(e) grant any new rights to severance benefits, "stay pay" or termination pay to any Employee or increase the compensation or other benefits payable or potentially payable to any Employee under any previously existing severance benefits, "stay-pay" or termination pay arrangements;

(f) other than in the ordinary course of business consistent with historical practices, as required by law or pursuant to any existing contracts or employment arrangements, make or grant any new increases in salaries, bonuses or other remuneration to the Employees;

(g) other than in the ordinary course of business consistent with historical practices, as required by law or pursuant to any existing contracts or employment arrangements, make or grant any new increases in salaries, bonuses or other remuneration to the Employees required to be listed in Section 2.14 of the Disclosure Schedule

(h) make any capital expenditure or commitment therefor in excess of \$500,000, except as the Seller determines is necessary to respond to a business emergency or to make a bid for new or expanded business opportunities;

(i) acquire any operating business (or portion thereof), whether by merger, stock purchase or asset purchase;

(j) enter into any new employment, compensation or deferred compensation agreement (or any amendment to any such existing agreement) with any Employee;

(k) amend the terms of any existing Benefit Plan, except as appropriate to comply with legal requirements;

(l) change the Historic Accounting Practices, except as advisable or necessary to conform to changes in GAAP; provided that for purposes of the financial statements and other financial reports to be delivered or otherwise used in connection with the transactions contemplated by this Agreement, nothing in the Agreement shall be construed to require the Seller, AGI Holdings, the Company and the Subsidiaries to make changes to the Historic Accounting Practices that are required to conform to changes in GAAP required by the international financial reporting standards;

(m) enter into any material contract or agreement outside the ordinary course of business;

(n) amend or modify any Designated Contract;

(o) pay, discharge or satisfy any disputed claim (whether fixed or contingent) in excess of (1) \$50,000 individually or (2) \$250,000 in the aggregate where the resolution of any such claim likely would have an adverse effect on the Business after Closing;

(p) except in the ordinary course of business, cancel any receivables or third party obligations or waive or satisfy any claims or rights against third parties having substantial

value; provided that if Buyer does not give its approval to such cancellation, waiver or satisfaction, the amount of such receivable, obligation or claim will be credited to the benefit of the Seller to the positive balance of the Non-CRC Working Capital; or

(q) allow AGI Holdings to operate any business or acquire any assets or incur any liabilities (other than as AGI Holdings may incur as a matter of statutory law);

(r) agree in writing or otherwise to take any of the foregoing actions.

4.4 Access.

(a) Upon reasonable prior notice, the Seller shall permit the Buyer and its representatives to have access (at reasonable times and in a manner so as not to interfere with normal business operations) to the Company's premises, properties, financial and accounting records, contracts, and other records and documents. Notwithstanding the foregoing, the Seller shall not be obligated (i) to provide any information, documents or access to any Person unless the Buyer is responsible, pursuant to the terms of the confidentiality letter agreement dated June 15, 2004 between BBA Group plc and TBI plc (the "Confidentiality Agreement"), for the use and disclosure of any information obtained by such Person from the Seller, or such Person enters into a confidentiality agreement with the Seller on terms that are substantially the same as those set forth in the Confidentiality Agreement or (ii) to provide any information, documents or access that would (A) violate the provisions of any applicable laws or regulations (including without limitation those relating to security clearance or export controls) or any confidentiality agreement or other contract to which it is a party or (B) cause the loss of the attorney-client privilege with respect thereto.

(b) The Buyer and the Seller acknowledge and agree that the Confidentiality Agreement remains in full force and effect and that information provided by the Seller or any of its Affiliates to the Buyer pursuant to this Agreement prior to the Closing shall be treated in accordance with the Confidentiality Agreement. If this Agreement is terminated prior to the Closing, the Confidentiality Agreement shall remain in full force and effect in accordance with its terms. If the Closing occurs, the Confidentiality Agreement shall terminate effective as of the Closing, but shall remain in effect insofar as it covers other information disclosed thereunder.

(c) Notwithstanding any provision of this Agreement to the contrary, the Buyer and its representatives shall not have any access at any time prior to the Closing to any information regarding pending or proposed bids for new contracts or subcontracts or any related information (individually and collectively, each a "Bid") where the Buyer or an Affiliate of the Buyer also has submitted or intends to submit a Bid for such contract or subcontract; except that if the Company submits any Bid between June 30, 2004 and the Closing, then as to each such submitted Bid, after the deadline for final submission with respect to any such Bid and in connection with the delivery of the redacted pricing information to the Buyer prior to the Closing Date, the Seller will (i) deliver or cause to be delivered to the Buyer a summary statement relating to such Bid identifying (A) its subject matter, (B) the location(s) affected and (C) the

approximate order of magnitude in terms of gross turnover and profit (collectively, the "Disclosed Bids"), and (ii) set forth a list of such Disclosed Bids on the Disclosure Schedule.

4.5 Exclusivity. Until such time, if any, as this Agreement may be terminated pursuant to Article VII, the Seller will not, and will cause the Company, its Affiliates and each of their representatives, employees, officers and directors to not, directly or indirectly solicit, initiate, entertain, encourage, discuss or negotiate with any Person about, or provide any non-public information to any Person about, or consider the merits of, any Acquisition Proposal. The Seller shall (a) immediately notify the Buyer if it receives any indication of interest, request for information or offer in respect of an Acquisition Proposal, (b) communicate to the Buyer in reasonable detail the terms of any such Acquisition Proposal, and (c) provide copies of all written communications relating to any such Acquisition Proposal. In the event that the Seller breaches the provisions of this Section 4.5 and the transactions contemplated hereby are not consummated as a result of such breach, Buyer shall have the rights and remedies as provided in this Agreement.

4.6 Schedules. The Seller shall be entitled to submit to the Buyer, from time to time between the date hereof and the Closing Date, written updates to the Disclosure Schedule disclosing any events or developments that occurred or any information learned between the date of this Agreement and the Closing Date. The Seller's representations and warranties contained in this Agreement shall be construed for all purposes of this Agreement (including without limitation Section 5.1 and Article VII) in accordance with the Disclosure Schedule as so updated; provided that the Buyer shall have the right to terminate this Agreement as a result of any such update to the Disclosure Schedule to the extent provided in Section 7.1(c).

4.7 Elimination of Intercompany Items. At or prior to Closing, all payables, receivables, liabilities and other obligations between AGI Holdings, the Company and the Subsidiaries, on the one hand, and the Seller and its Affiliates (other than the Company and Subsidiaries), on the other hand, shall be satisfied, retired or otherwise eliminated and any such payables, receivables, liabilities and other obligations that were not satisfied, retired or otherwise eliminated as of the Closing Date shall be forgiven by all Persons and deemed void for all purposes.

4.8 Resignations. The Seller shall cause all of its own employees, directors, managers and attorneys and all of its Affiliates' (other than the Company) employees, directors, managers and attorneys to resign from the board of directors or managers, as applicable, of AGI Holdings, the Company and the Subsidiaries and from all positions as executive officers of AGI Holdings, the Company and the Subsidiaries effective upon the Closing. On the Closing Date, the Seller shall deliver written evidence to the Buyer (in form and substance reasonably satisfactory to the Buyer) of any such resignations.

4.9 [Reserved]

4.10 Glendale. The Buyer and the Seller agree that the amount of the Glendale Closing Budget shall be binding on the Parties and that if the actual costs and expenses incurred

by the Buyer or the Company after Closing to close down the operations of the Company's office in Glendale, California is greater than or less than the amount of the Glendale Closing Budget, then neither Party shall have any claim of any kind against the other for contribution to such additional costs and expenses or for refund of any excess amount.

4.11 Completion Bonuses. The Seller will pay or cause to be paid all of the stay or completion bonuses owed to Employees of the Company identified on the Disclosure Schedule when and as they become due.

ARTICLE V CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the Closing is subject to the satisfaction (or waiver by the Buyer) of the following conditions:

(a) the representations and warranties of the Seller set forth in Article II shall be true and correct in all respects as of the Closing Date as if made as of the Closing Date, except (i) for changes contemplated or permitted by this Agreement, (ii) for those representations and warranties that address matters only as of a particular date (which shall be true and correct as of such date, subject to clause (iii) below), and (iii) where the failure of the representations and warranties to be true and correct would not have a Material Adverse Effect (it being agreed that any materiality or Material Adverse Effect qualification in a representation or warranty shall be disregarded in determining whether any such failure would have a Material Adverse Effect for purposes of this clause (iii));

(b) the Seller shall have performed or complied in all material respects with the agreements and covenants required to be performed or complied with by it under this Agreement as of or prior to the Closing;

(c) no action, suit or proceeding shall be pending by or before any Governmental Authority seeking to prevent consummation of the transactions contemplated by this Agreement and no judgment, order, decree, stipulation or injunction enjoining or preventing the consummation of the transactions contemplated by this Agreement shall be in effect.

(d) the Seller shall have delivered to the Buyer a certificate duly signed by an officer of the Seller to the effect that each of the conditions specified in clauses (a) through (c) (insofar as clause (c) relates to an action, suit or proceeding involving, or a judgment, order, decree, stipulation or injunction against, the Seller or the Company) of this Section 5.1 is satisfied;

(e) all applicable waiting periods (and any extensions thereof) under any applicable antitrust or trade regulation laws shall have expired or otherwise been terminated;

(f) the Seller shall have obtained the consents from the third parties identified on Exhibit 5.1(f) in form and substance reasonably satisfactory to Buyer;

(g) from the date of this Agreement through the Closing, there shall have been no Material Adverse Effect;

(h) the Buyer shall have received such other customary documents, instruments and certificates (all in form and substance reasonably satisfactory to Buyer) from each of the Seller, AGI Holdings and the Company, including those necessary to reflect the following: (1) certified copies of the certificates of formation of AGI Holdings and the Company, the LLC Agreement and the Operating Agreement, (2) certificates of good standing of AGI Holdings, the Company (long form), the Subsidiaries and the Seller in their jurisdictions of incorporation and any other jurisdictions where such entities are qualified to conduct business, (3) certificates as to the incumbency of officers of the Seller, (4) the adoption of authorizing resolutions by the Seller, and (5) a certificate from the State of California evidencing the dissolution of Coast to Coast Aviation Services, Inc;

(i) evidence reasonably satisfactory to Buyer that the equipment loans contained in the Debt have been repaid in full;

(j) TBI US (Holdings) Ltd. shall have delivered to the Buyer a Guaranty of the Seller's post-Closing obligations under this Agreement that is reasonably satisfactory to Buyer;

(k) the Buyer and the Seller shall have entered into a Transition Services Agreement reasonably satisfactory to each of them; and

(l) the Seller shall have delivered certificates of insurance to the Buyer identifying Airport Group International, LLC as a named insured under the 1999 Environmental Policy and the occurrence based insurance policies identified in Section 2.23 of the Disclosure Schedule.

5.2 Conditions to Obligations of the Seller. The obligation of the Seller to consummate the Closing is subject to the satisfaction (or waiver by the Seller) of the following conditions:

~~(a) the representations and warranties of the Buyer set forth in Article III shall be true and correct in all respects as of the Closing Date as if made as of the Closing Date, except~~
(i) for changes contemplated or permitted by this Agreement, (ii) for those representations and warranties that address matters only as of a particular date (which shall be true and correct as of such date, subject to clause (iii) below), and (iii) where the failure of the representations and warranties to be true and correct would not have, individually or in the aggregate, a Buyer Material Adverse Effect (it being agreed that any materiality or Buyer Material Adverse Effect qualification in a representation and warranty shall be disregarded in determining whether any such failure would have a Buyer Material Adverse Effect for purposes of this clause (iii));

(b) the Buyer shall have performed or complied in all material respects with its agreements and covenants required to be performed or complied with by it under this Agreement as of or prior to the Closing;

(c) no action, suit or proceeding shall be pending by or before any Governmental Authority seeking to prevent consummation of the transactions contemplated by this Agreement and no judgment, order, decree, stipulation or injunction enjoining or preventing consummation of the transactions contemplated by this Agreement shall be in effect;

(d) the Buyer shall have delivered to the Seller a certificate duly signed by an officer of the Buyer to the effect that each of the conditions specified in clauses (a) through (c) (insofar as clause (c) relates to an action, suit or proceeding involving, or a judgment, order, decree, stipulation or injunction against, the Buyer) of this Section 5.2 is satisfied;

(e) the Buyer shall have delivered to the Seller an irrevocable standby letter of credit in favor of the Seller in an aggregate annual amount equal to the amount of the Seller Guarantees, issued by a bank rated A or better by Standard & Poor's, in form and substance reasonably satisfactory to the Seller;

(f) all applicable waiting periods (and any extensions thereof) under any applicable antitrust or trade regulation laws shall have expired or otherwise been terminated;

(g) the Buyer and the Seller shall have entered into a Transition Services Agreement reasonably satisfactory to each of them; and

(h) the Seller shall have received such other customary documents, instruments and certificates (all in form and substance reasonably satisfactory to Seller) from Buyer, including those necessary to reflect the following: (1) copies of the certificate of incorporation and bylaws of Buyer certified to be true, complete and accurate as of the Closing Date by the Secretary of Buyer, (2) a certificate of good standing of Buyer from its jurisdiction of incorporation, (3) certificates as to the incumbency of officers, and (4) the adoption of authorizing resolutions.

ARTICLE VI TAX MATTERS

6.1 Preparation and Filing of Tax Returns; Payment of Taxes.

(a) ~~The Seller shall be responsible for the preparation and filing of (i) all Tax Returns of the Seller for all periods, (ii) all Tax Returns for any Income Taxes of AGI Holdings, the Company and the Subsidiaries for any Taxable period that ends on or before the Closing Date (including any consolidated, unitary, and combined Tax Returns which include the operations of AGI Holdings, the Company or the Subsidiaries for any period or portion thereof ending on or before the Closing Date), and (iii) all other Tax Returns of AGI Holdings, the Company or the Subsidiaries that are filed or required to be filed (taking into account extensions) prior to the Closing Date. No later than five (5) days before the due date for any such Tax Return, the Buyer shall pay or cause to be paid to Seller or, at Seller's direction, to the relevant Governmental Authority, an amount equal to the Taxes shown on such Tax Return to the extent that such Taxes satisfy any one of the following conditions: (1) such Taxes are attributable to AGI Holdings, the Company or the Subsidiaries for periods or portions thereof beginning after the Closing Date, or~~

(2) such Taxes are or will be included in the accruals for Taxes set forth on the final Closing Date Statement (the "Tax Accruals"), or (3) Buyer is responsible for such Taxes under the other provisions of this Article VI.

(b) The Buyer shall be responsible for the preparation and filing of all other Tax Returns for AGI Holdings, the Company and the Subsidiaries. The Buyer shall make or cause to be made all payments required with respect to any such Tax Returns; provided, however, that the Seller shall promptly reimburse the Buyer to the extent that all of the following conditions are met: (i) such payments by the Buyer are made with respect to Taxes of AGI Holdings, the Company or Subsidiaries for any period or portion thereof ending on or before the Closing Date, (ii) such payments by the Buyer exceed the amount of the Tax Accruals and (iii) the Buyer is not responsible for such Taxes under the other provisions of this Article VI.

(c) To the extent the Buyer is responsible for the preparation and filing of any Tax Return for a taxable period beginning before the Closing Date, the Buyer shall prepare such Tax Return on a basis consistent with the last previous similar Tax Return. The Buyer shall provide the Seller with a copy of each such proposed Tax Return, and such additional information regarding such Tax Return as may reasonably be requested by the Seller, at least 30 days prior to the filing of such Tax Return, and shall make any changes to such Tax Return reasonably requested by the Seller prior to filing.

(d) The Buyer and the Seller agree that if any of the Seller, AGI Holdings, the Company or the Subsidiaries is permitted but not required under applicable federal, state, local or foreign Tax laws to treat the Closing Date as the last day of a taxable period, the Buyer and the Seller shall treat such day as the last day of a taxable period. The Buyer and the Seller agree that they will treat the Subsidiaries as if they ceased to be part of the affiliated group of corporations of which the Seller is a member within the meaning of Section 1504 of the Code, and any comparable or similar provision of state, local or foreign laws or regulations, as of the close of business on the Closing Date.

(e) The Buyer and the Seller agree that, with respect to any Tax, none of AGI Holdings, the Company nor the Subsidiaries shall carry back any item of loss, deduction or credit which arises in any taxable period ending after the Closing Date to any taxable period or portion thereof ending on or before the Closing Date.

(f) Seller shall be entitled to any refunds or credits (including any interest paid thereon) of Taxes with respect to AGI Holdings, the Company or Subsidiaries that are attributable to taxable periods or portions thereof ending on or before the Closing Date. Upon the request of Seller, Buyer shall, or shall cause AGI Holdings, the Company or Subsidiaries to, file such amended Tax Returns or other documents as may be necessary to claim any refunds or credits described in the immediately preceding sentence, and Buyer shall forward to Seller the amount of any such refund or credit (including any interest paid thereon) promptly after receipt thereof. Except as otherwise provided in this Section 6.2(f), the Buyer shall not file, or cause or permit to be filed, any amended Tax Return with respect to AGI Holdings, the Company or

Subsidiaries for any period or portion thereof ending on or before the Closing Date without the Seller's consent.

(g) Except as otherwise provided in this Agreement, any Taxes for a taxable period beginning before and ending after the Closing Date shall be apportioned between the pre-Closing and post-Closing portions of such period. The portion of any such Taxes allocable to the portion of such period ending on the Closing Date shall be deemed to equal (i) in the case of Taxes that (A) are based upon or related to income or receipts or (B) imposed in connection with any sale or other transfer or assignment of property (other than Taxes described in Section 6.3), the amount which would be payable if the taxable period ended with the Closing Date, and (ii) in the case of any other Taxes imposed on a periodic basis, the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of calendar days in the period ending with the Closing Date and the denominator of which is the number of calendar days in the entire period. The remaining portion of any such Taxes shall be allocable to the portion of such period beginning after the Closing Date.

6.2 Cooperation on Tax Matters.

(a) The Buyer and the Seller shall, and shall cause their respective Affiliates (including AGI Holdings, the Company and the Subsidiaries as Affiliates of the Buyer after the Closing) to, cooperate in the preparation of all Tax Returns, and in connection with any Tax Proceeding, relating to any Tax period for which one Party could reasonably require the assistance of the other Party in obtaining any necessary information. Such cooperation shall include the timely provision of records and information, to the extent relating to AGI Holdings, the Company and the Subsidiaries, which are in the possession of the Buyer, the Seller or their respective Affiliates and which are reasonably relevant to the preparation of such Tax Returns or such Tax Proceeding. The Buyer and the Seller and their respective Affiliates shall make their respective employees and facilities available on a mutually convenient basis to explain any documents or information provided hereunder. The Buyer and the Seller agree (a) to retain or cause to be retained all books and records with respect to Tax matters pertinent to AGI Holdings, the Company and the Subsidiaries relating to any Tax period or portion thereof ending on or before the Closing Date, and (b) to give the other Party reasonable written notice prior to destroying or discarding any such books and records and, if the other party so requests, Buyer or Seller, as the case may be, shall allow the other Party to take possession of such books and records.

(b) Seller and Buyer agree to use the "alternate procedure for predecessors and successors" set forth in Section 5 of Internal Revenue Service Revenue Procedure 2004-53, 2004-34 IRB 320 (August 18, 2004), for reporting and withholding income and employment taxes with respect to the Employees who continue employment with the Company after the Closing Date. Buyer agrees to comply on a timely basis with the obligations of successor employers under such procedure for the withholding and payment of taxes and the filing of Tax Returns, provided that Seller furnishes Buyer with all information necessary to fulfill such obligations on a timely basis. Seller and Buyer agree to follow similar procedures with respect

to state and local employment and withholding tax administration where such procedures are available.

6.3 Transfer Taxes. The Buyer shall be responsible for the payment of any transfer, sales, use, stamp, conveyance, value added, recording, registration, documentary, filing and other non-Income Taxes and administrative fees (including, without limitation, notary fees) arising in connection with the consummation of the transactions contemplated by this Agreement; provided that any such Taxes and fees arising from the Reorganization, other than any such Taxes, if any, that are included in the Tax Accruals, shall be borne by the Seller.

6.4 Certain Taxes. Buyer shall be responsible for and shall pay any real property, personal property, or similar ad valorem Taxes that are due after the Closing Date with respect to the assets of AGI Holdings, the Company or the Subsidiaries for any Tax period beginning before and ending after the Closing Date, regardless of whether those Taxes are assessed against or payable by Seller, the Company or the Subsidiaries.

6.5 Termination of Tax Sharing Agreements. All Tax sharing agreements or similar arrangements between AGI Holdings, the Company or the Subsidiaries, on the one hand, and the Seller or its Affiliates (other than AGI Holdings, the Company or the Subsidiaries), on the other hand, shall be terminated prior to the Closing Date and, after the Closing Date, AGI Holdings, the Company and the Subsidiaries shall not be bound thereby or have any liability thereunder for amounts due in respect of periods ending on or before the Closing Date.

6.6 Closing Date Actions. The Buyer shall not cause or permit AGI Holdings, the Company or the Subsidiaries to take any actions on the Closing Date after the Closing other than actions in the ordinary course of business of AGI Holdings, the Company and the Subsidiaries.

6.7 Section 338(h)(10) Election. The Buyer and the Seller will cooperate in the preparation and filing of an election under section 338(h)(10) of the Code (or any comparable provision of state, local or foreign law) with respect to Buyer's acquisition for tax purposes of Airport Group (LA) Inc.

6.8 Allocation of Total Consideration. No later than 90 days after the Closing Date, ~~the Buyer and the Seller will agree to an allocation of the Total Consideration (plus any assumed~~ liabilities and as adjusted by any other relevant items) among the assets of the Company and the Subsidiaries and the covenant not to compete contained in Section 9.4 in accordance with the requirements of Sections 338 and 1060 of the Code and the regulations thereunder and which will allocate (a) to inventory an amount equal to the book value thereof and (b) \$50,000 to the non-competition agreement contained in Section 9.4 hereof. The Parties agree to use such allocation for all purposes (including financial accounting and Tax purposes).

ARTICLE VII TERMINATION

7.1 Termination of Agreement. The Parties may terminate this Agreement prior to the Closing as provided below:

(a) the Parties may terminate this Agreement by mutual written consent;

(b) the Buyer may terminate this Agreement by giving written notice to the Seller in the event the Seller is in breach of any representation, warranty, covenant or agreement contained in this Agreement, and such breach, individually or in combination with any other such breach, (i) would cause the conditions set forth in Section 5.1(a) or Section 5.1(b) not to be satisfied and (ii) is not cured within 30 days following delivery by the Buyer to the Seller of written notice of such breach;

(c) the Buyer may terminate this Agreement by giving written notice to the Seller in the event the Seller provides an update to the Disclosure Schedule or other Schedule hereto pursuant to Section 4.6 which contains information that, absent such disclosure and the provisions of Section 4.6 permitting the update of representations and warranties, would have the effect of causing the condition set forth in Section 5.1(a) not to be satisfied, and the Seller fails to cure the event or condition causing the failure of such condition within 30 days following delivery by the Buyer to the Seller of written notice under this Section 7.1(c);

(d) the Seller may terminate this Agreement by giving written notice to the Buyer in the event the Buyer is in breach of any representation, warranty, covenant or agreement contained in this Agreement, and such breach, individually or in combination with any other such breach, (i) would cause the conditions set forth in Section 5.2(a) or Section 5.2(b) not to be satisfied and (ii) is not cured within 30 days following delivery by the Seller to the Buyer of written notice of such breach;

(e) the Buyer may terminate this Agreement by giving written notice to the Seller if the Closing shall not have occurred on or before March 31, 2005 by reason of the failure of any condition precedent under Section 5.1 (unless the failure results exclusively or primarily from a breach by the Buyer of any representation, warranty, covenant or agreement contained in this Agreement);

(f) the Seller may terminate this Agreement by giving written notice to the Buyer if the Closing shall not have occurred on or before March 31, 2005 by reason of the failure of any condition precedent under Section 5.2 (unless the failure results exclusively or primarily from a breach by any Seller of any representation, warranty, covenant or agreement contained in this Agreement); and

(g) the Buyer may terminate this Agreement if Seller breaches its covenant contained in the first sentence of Section 4.5.

7.2 Effect of Termination. If any Party terminates this Agreement pursuant to Section 7.1, all obligations of the Parties hereunder shall terminate without any liability of any Party to the other Parties. Notwithstanding the foregoing, termination of this Agreement shall not relieve any Party for any breach by such Party, prior to the termination of this Agreement, of any covenant or agreement (but not any representation or warranty) contained in this Agreement or impair the right of any Party to obtain such remedies as may be available to it in law or equity with respect to such a breach by any other Party.

ARTICLE VIII EMPLOYEE MATTERS

8.1 Continuation of Employment. The Parties hereto intend that there shall be continuity of employment with respect to all Employees.

8.2 U.S. WARN Act. The Buyer agrees to provide any required notice under the Worker Adjustment and Retraining Notification Act ("WARN") and any other similar applicable law and to otherwise comply with any such law with respect to any "plant closing" or "mass layoff" (as defined in WARN) or similar event affecting employees and occurring on or after the Closing Date or arising as a result of the transactions contemplated hereby. The Buyer shall assume sole responsibility for any liabilities or obligations arising under WARN or other applicable law resulting from the actions (or inactions) of the Buyer or its Affiliates on or after the Closing Date or from the transactions contemplated hereby.

ARTICLE IX OTHER POST-CLOSING COVENANTS

9.1 Access to Information; Record Retention; Cooperation.

(a) Access to Information. Subject to compliance with contractual obligations and applicable laws and regulations regarding classified information and security clearance, and in order to permit the Parties to perform their covenants under this Agreement, following the Closing, each Party shall afford to each other Party and to such Party's authorized accountants, counsel and other designated representatives during normal business hours in a manner so as to not unreasonably interfere with the conduct of business (i) reasonable access and duplicating rights to all non-privileged records, books, contracts, instruments, documents, correspondence, computer data and other data and information (collectively, "Information") within the possession or control of such Party relating to the Business and (ii) reasonable access to the personnel of such Party.

(b) Preparation of the Seller Financial Statements. Without limitation of the provisions of Section 9.1(a), following the Closing, the Buyer shall provide to the Seller all ~~information relating to the Business reasonably required for the Seller to prepare the financial~~ statements of the Seller and its Affiliates. In connection with the preparation of such financial statements, the Buyer shall provide the Seller (and its auditors) with reasonable access to the Business, its financial management and any accountant's work papers, and all financial books, accounts and records.

(c) Reimbursement. A Party making Information or personnel available to another Party under Section 9.1 shall be entitled to receive from such other Party, upon the presentation of invoices therefor, payments for such amounts relating to supplies, disbursements and other out-of-pocket expenses, as may reasonably be incurred in making such Information or personnel available; provided, however, that no such reimbursements shall be required for the salary or cost of fringe benefits or similar expenses pertaining to employees of the providing Party.

(d) Retention of Records. Except as may otherwise be required by law or agreed to in writing by the Parties, each Party shall use reasonable commercial efforts to preserve, until six years after the Closing Date, all Information in its possession or control related to the Business (i) that may relate to any litigation or Tax Proceeding pending as of the Closing Date or (ii) that relates to any Tax Proceeding of the Company or any of its Subsidiaries that is initiated in the future with respect to a period when the Company or any of its Subsidiaries were a member of the affiliated group of companies of which TBI US, Inc. was the parent. Notwithstanding the foregoing, in lieu of retaining any specific Information, any Party may offer in writing to the other Party or Parties to deliver such Information to the other Party or Parties, and if such offer is not accepted within 90 days, the offered Information may be disposed of at any time.

(e) Confidentiality. Each Party shall hold, and shall use reasonable commercial efforts to cause their respective Affiliates, consultants and advisors to hold, in strict confidence all Information concerning the other furnished to it by the other Party or Parties or their representatives pursuant to this Section 9.1 (except to the extent that such Information (i) is or becomes generally available to the public other than as a result of any action or inaction by the receiving Party, (ii) was within the possession of the receiving Party prior to it being furnished to the receiving Party by or on behalf of the disclosing Party pursuant hereto, provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to any Person or entity with respect to such information, or (iii) is or becomes available on a non-confidential basis to the receiving Party from a source other than the disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to any Person or entity with respect to such information), and each Party shall not release or disclose such Information to any other Person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors, unless compelled to disclose such Information by judicial or administrative process or by other requirements of law or so as not to violate the rules of any stock exchange; provided, however, that in the case of disclosure compelled by judicial or administrative process, the receiving Party shall (to the extent permitted by applicable law) notify the disclosing Party promptly of the request and the documents requested thereby so that the disclosing Party may seek an appropriate protective order or other appropriate remedy. If, in the absence of a protective order or other remedy or the receipt of a waiver hereunder, a Party is, in the written opinion of its counsel, compelled to disclose any Information to any tribunal or other entity or else stand liable for contempt or suffer other censure or penalty, such Party may so disclose the Information without liability hereunder; provided, however, that, such Party gives written notice to the other Party or Parties of the information to be disclosed (including copies of the relevant portions of the relevant documents) as far in advance of its disclosure as is practicable, uses all reasonable efforts to limit any such disclosure to the precise terms of such requirement and cooperates with the disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such information by the tribunal or other entity.

(f) Data Room. Subject to clause (e) above, after the Closing the Seller and its Affiliates shall be entitled to keep a copy of all materials contained in the Data Room and

shall be permitted to retain a copy of the business, accounting, financial and tax records of the Business for its records.

9.2 Director and Officer Indemnification.

(a) Until the earlier of (i) 3 years after the Closing Date or (ii) the post-Closing change of control of AGI Holdings or the Company to any Person not an Affiliate of the Buyer, the Buyer shall not take, cause or permit to be taken or caused by any Person any action to alter or impair any exculpatory or indemnification provisions, now existing in the LLC Agreement or the limited liability company agreement of the Company, for the benefit of any individual who served as a director or officer of the Company at any time prior to the Closing Date, except for any changes that may be required to conform with changes in applicable law and any changes that do not affect the application of such provisions to acts or omissions of such individuals prior to the Closing Date.

(b) Any indemnified party wishing to claim indemnification under this Section 9.2 upon learning of any such claim, action, suit, proceeding or investigation, shall promptly notify the Buyer thereof, but the failure to so notify shall not relieve the Buyer of any liability it may have to such indemnified party if such failure does not materially prejudice the Buyer. In the event of any such claim, action, suit, proceeding or investigation (whether arising before or after the Closing Date), (i) the Buyer shall have the right to assume the defense thereof and the Buyer shall not be liable to such indemnified parties for any legal expenses of other counsel or any other expenses subsequently incurred by such indemnified parties in connection with the defense thereof, except that if the Buyer elects not to assume such defense or counsel for the indemnified parties advises that there are issues which raise conflicts of interest between the Buyer and the indemnified parties, the indemnified parties may retain counsel satisfactory to them, and the Buyer shall pay all reasonable fees and expenses of such counsel for the indemnified parties promptly as statements therefor are received; provided, however, that the Buyer shall be obligated pursuant to this paragraph (c) to pay for only one firm of counsel for all indemnified parties in any jurisdiction unless the use of one counsel for such indemnified parties would present such counsel with a conflict of interest, (ii) the indemnified parties will cooperate in the defense of any such matter and (iii) the Buyer shall not be liable for any settlement effected without its prior written consent, which will not be unreasonably withheld; and ~~provided, further, that the Buyer shall not have any obligation hereunder to any indemnified~~ party if and when a court of competent jurisdiction shall ultimately determine, and such determination shall have become final, that the indemnification of such indemnified party in the manner contemplated hereby is prohibited by applicable law. If such indemnity is not available with respect to any indemnified party, then the Buyer and the indemnified party shall contribute to the amount payable in such proportion as is appropriate to reflect relative faults and benefits.

(c) If the Buyer or any of its successors or assigns (i) shall consolidate with or merge into any other corporation or entity that is an Affiliate of the Buyer and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity that is an Affiliate of the Buyer, then, and in each such case, proper provisions shall be made so

that the successors and assigns of the Buyer shall assume all of the obligations set forth in this Section 9.2.

(d) The Seller agrees that it will use its commercially reasonable best efforts to maintain insurance coverage for those Persons who were officers and directors of the Company during the applicable policy period (the "Former Officers") under that certain New Hampshire Insurance Company, CorporateGuard Marsh Directors and Officers Liability insurance policy, Policy Number 33011979, and any replacement policy therefor during the indemnity period of Section 9.2(a) (the "D&O Policy"). The amount of any indemnification to be provided under this Section 9.2 by AGI Holdings or the Company after Closing for the Former Officers will be reduced by the amount of any insurance proceeds received by the indemnified party under the D&O Policy. The Parties agree that, to the extent appropriate under the D&O Policy, any claim for indemnification under this Section 9.2 by any Former Officer shall be submitted to the insurer under the D&O Policy.

(e) The provisions of this Section 9.2 are intended to be for the benefit of, and shall be enforceable by, each of the indemnified parties, their heirs and their representatives.

9.3 Seller Guarantees, Bonds and Letters of Credit. The Buyer shall use its best efforts to arrange, no later than thirty (30) Business Days following the Closing, for ~~replacement~~ arrangements reasonably satisfactory to the Seller (which shall include a full and complete ~~release~~ of the Seller and its Affiliates (other than the Company)) with respect to all letters of credit, guarantees, and other or similar credit support assurances of every kind provided by the Seller or any of its Affiliates (other than the Company) relating exclusively or primarily to the Business (the "Seller Guarantees") existing as of the Closing Date, a complete list of which, to the Knowledge of the Seller, is contained on ~~Exhibit 9.3~~. The Buyer will reimburse the Seller and its Affiliates for all premiums, payments and other carrying costs of such Seller Guarantee attributable to or for periods after the Closing Date, within five (5) days after receipt of invoices therefor of the Seller and its Affiliates for maintaining each of the Seller Guarantees during the thirty-Business Day period after closing or until the satisfactory replacement of any such Seller Guaranty by the Buyer, as applicable. The Seller shall not be required to replace any Seller Guarantee that comes up for renewal or replacement during such period, but if Buyer requests that the Seller replace or renew any such Seller Guarantee the Seller, at the Buyer's sole cost and expense, will use its commercially reasonable best efforts to comply. The Buyer understands and agrees that at the end of such period, the Seller will terminate each Seller Guarantee that is not replaced by the Buyer. If after the Closing Date the Seller or one of its Affiliates is required to reimburse a letter of credit issuer for any drawing under a Seller Guarantee, or is required to make any payment under a Seller Guarantee (other than carrying costs as provided above), then the Buyer shall reimburse such Seller or Affiliate within five (5) days after demand for the payment of such amount.

9.4 Non-Competition. As an inducement for the Buyer to enter into this Agreement and as additional consideration for the Total Consideration, the Seller, for and on behalf of itself and its Affiliates (other than AGI Holdings, the Company and the Subsidiaries), agrees that for a period of ~~five years after~~ the Closing none of the Seller or its Affiliates will, directly or

indirectly, engage or invest in, own, operate, finance, control or participate in the ownership, operation, financing or control of any Person that is engaged in an airport services business that competes, in whole or in part, with the Business at locations in the United States or its territorial possessions at which the Business operates as of the date of this Agreement (the "Territory"); provided however that ~~nothing in the foregoing will prohibit the Seller and its Affiliates from~~

(a) continuing to conduct and pursue any business activities that are conducted by any of Seller or its Affiliates (other than the Company and the Subsidiaries) as of the date of this Agreement and that ~~do not constitute part of the Business~~, including the operations at the following locations within the Territory: (i) the operations of TBI Airport Management, Inc. ("TBI AM") at Atlanta, Georgia - Hartsfield International Airport ("ATL"), and (ii) the groundhandling operations currently conducted for Orlando Sanford International, Inc. by Swissport at Orlando, Florida - Orlando-Sanford International Airport; provided that for avoidance of doubt, nothing in this Section 9.4 shall prevent the Seller and its Affiliates, including TBI AM and Airport Group New York, Inc., from continuing to conduct and pursue the business activities conducted by them at (i) Albany, New York - Albany County Airport, and (ii) Burbank, California - Bob Hope Airport; and further provided that, with respect to the operations of TBI AM at ATL, the Seller shall cause TBI AM not to bid to provide any services provided by the Company at ATL as of the date of this Agreement.

(b) holding equity investments in any entity that may carry on a similar business to the Business, so long as no individual such equity investment constitutes more than a ten percent (10%) equity interest in any such entity; or

(c) acquiring, merging with or entering into a joint venture or other partnership with any entity so long as no more than twenty percent (20%) of the revenues of such entity are derived from business activities that compete with the Business, or if more than twenty percent (20%) of such entity's revenues are derived from business activities that compete with the Business, such entity divests itself of such competing business activities within nine (9) months of the completion of the applicable transaction; provided that nothing in this Section 9.4 shall prevent Seller or one of its Affiliates (other than the Company or the Subsidiaries) from acquiring, conducting and pursuing the groundhandling operations currently conducted for OSI, Inc. by Swissport at Orlando, Florida - Orlando-Sanford International Airport.

For the avoidance of doubt, nothing in this Section 9.4 will be deemed to prohibit any Person that may acquire all or any portion of TBI, plc or any of the Affiliates or direct or indirect subsidiaries of TBI, plc. from owning, operating, financing, controlling or participating in an airport services business that competes, in whole or in part, with the Business within the Territory.

9.5 Insurance Policies; 1999 Environmental Policy.

(a) The Seller, on behalf of itself and its Affiliates, covenants and agrees that it will not remove, or take any action which results in the removal of, Holdings, the Company and the Subsidiaries, as applicable, as named insureds under any of the insurance policies

providing any coverage for the Business or the entities mentioned herein for the period prior to the Closing Date. Nothing in this Section 9.5(a) shall prevent the Seller from ceasing to make premium payments related to such insurance policies after the Closing Date.

(b) The Buyer, on behalf of itself and its Affiliates, covenants and agrees that it will not (a) remove or attempt to remove any of TBI, plc or its Affiliates or add or attempt to add any additional Persons (excluding any Affiliate of Buyer and any of Buyer's successors and assigns) as additional named insureds under the 1999 Environmental Policy or (b) without the express prior written consent of the Seller, amend or modify the 1999 Environmental Policy. The Seller, on behalf of itself and its Affiliates, covenants and agrees that it will not (a) remove or attempt to remove the Company or its Affiliates or add or attempt to add any additional Persons as additional named insureds under the 1999 Environmental Policy or (b) without the express prior written consent of the Buyer, amend or modify the 1999 Environmental Policy.

9.6 Deferred Consideration. To the extent that any deferred consideration may be owed in respect of the Company's purchase of Coast to Coast Aviation Services, Inc., the Seller will make any such deferred consideration payment for the benefit of the Company if a demand for any such payment is made by a third party. If such a demand is made, the Buyer and the Seller will cooperate to determine whether any deferred consideration is in fact owed, and at the sole expense of the Seller, the Buyer and the Seller will defend against any such demand to the extent that the Seller disagrees that any such deferred consideration is in fact owing.

ARTICLE X MISCELLANEOUS

10.1 Indemnification; Survival.

(a) The Buyer shall indemnify and save harmless the Seller and its respective successors and assigns from, against, for and in respect of:

(i) any Loss incurred or required to be paid because of the breach of any representation or warranty of the Buyer in this Agreement ;

(ii) ~~any Loss incurred or required to be paid because of the breach of any covenant or agreement of the Buyer in this Agreement;~~

(iii) any Loss attributable to any Taxes with respect to AGI Holdings, the Company or Subsidiaries (x) to the extent reflected in the Tax Accruals or to the extent Buyer is responsible for such Taxes under this Agreement, or (y) for any taxable period (or portion thereof) beginning after the Closing Date; and

(iv) any Litigation Expense incurred or required to be paid in connection with any matter indemnified against in Section 10.1(a)(i), (ii) or (iii), except for Litigation Expense incurred in any claim, action, suit or proceeding brought by a party indemnified under Section 10.1(a)(i), (ii) or (iii) seeking indemnification hereunder in which

there is not either a settlement or a final determination that such indemnified party is entitled to indemnification hereunder.

(b) Subject to the provisions of this Section 10.1, the ~~Seller shall indemnify~~ and save harmless ~~the Buyer, the Affiliates of the Buyer and their respective successors and assigns~~ (a "Buyer Indemnified Party") from, against, for and in respect of:

(i) any Loss incurred or required to be paid because of the breach of any representation or warranty of the Seller in this Agreement, other than those contained in Sections 2.1 (Organization, Qualification and Corporate Power), 2.2 (Capitalization; Subsidiaries), 2.3 (Authority), 2.8 (Tax Matters), 2.9(b)(i) (title to owned properties), and 2.19 (Brokers' Fees);

(ii) any Loss incurred or required to be paid because of the breach of any representation or warranty contained in Sections 2.1, 2.2, 2.3, 2.8, 2.9(b)(i), and 2.19 of this Agreement;

(iii) except as otherwise provided in this Agreement, any Loss attributable to any Taxes of the Seller, AGI Holdings or the Company, or of any affiliated group of which Seller is a member, for any taxable period (or portion thereof) ended on or prior to the Closing Date (including any Taxes attributable to the Reorganization), but only to the extent that the Losses described in this Section 10.1(b)(iii) exceed the amount of the Tax Accruals;

(iv) any Loss incurred or required to be paid because of the breach of any covenant or agreement of the Seller in this Agreement (including, without limitation, the breach of any covenant or agreement in Section 9.4 hereof);

(v) [Reserved]

(vi) any Litigation Expense incurred or required to be paid in connection with any matter indemnified against in Section 10.1(b)(i), (ii), (iii) or (iv), except for Litigation Expense incurred in any claim, action, suit or proceeding brought by a party indemnified under Section 10.1(b)(i), (ii), (iii) or (iv) seeking indemnification hereunder in which there is not either a settlement or a final determination that such indemnified party is entitled to indemnification hereunder.

(c) Subject to Section 10.1(h), the Seller shall not be obligated to pay indemnity under Section ~~10.1(b)(i) and/or~~ Section 10.1(b)(vi) for any Loss or Litigation Expense ~~unless~~ the aggregate amount of such Loss and Litigation Expense related to such indemnity ~~exceeds Twenty-Five Thousand U.S. Dollars (\$25,000)~~ (the "De Minimis Amount") and unless the cumulative amount of individual Losses and Litigation Expenses (which, assuming the De Minimis Amount has been exceeded with respect to a particular indemnity, shall be calculated without giving effect to any De Minimis Amount threshold) ~~exceeds Two Hundred Fifty Thousand U.S. Dollars (\$250,000) in the aggregate~~ (the "Indemnification Deductible"); ~~and (ii) (cumulatively or individually) after the cumulative amount of Losses or Litigation Expenses exceeds Two Million Seven Hundred Thousand U.S. Dollars (\$2,700,000) in the aggregate.~~

(d) The indemnified party shall use its c [REDACTED] give [REDACTED] notice to the indemnifying party or parties of any claim or event known to it which does or may give rise to a claim by the indemnified party against the indemnifying party or parties based on this Agreement, stating the nature and basis of said claims or events and the amounts thereof, to the extent known.

(e) In the event any claim, action, suit or proceeding is made or brought by a third party, with respect to which a party may be entitled to indemnity hereunder, the indemnified parties shall give written notice of such claim, action, suit or proceeding and a copy of the claim, process and all legal pleadings with respect thereto to the indemnifying parties within ten (10) Business Days of being served with such claim, process or legal pleading. Such notice shall not be a condition precedent to any liability of the indemnifying parties under this Agreement unless the failure to give such notice results in actual prejudice to the indemnifying party. The indemnifying parties shall have the right to assume the defense of any such claim or action. If the indemnifying parties wish to assume the defense of such claim or action, such assumption shall be evidenced by written notice to the indemnified parties containing, among other things, an acknowledgment that the indemnifying parties have an indemnification obligation for the benefit of the indemnified parties with respect to the underlying claim or action (but without requiring the indemnifying parties to admit liability as to the underlying claim or action). After such notice, the indemnifying parties shall engage independent legal counsel, of reputable standing selected by them and reasonably acceptable to the indemnified parties, to assume the defense and may contest, pay, settle or compromise any such claim or action on such terms and conditions as the indemnifying parties may determine. If the indemnifying parties assume the defense of any such claim, action, suit or proceeding, the indemnified parties shall have the right to employ their own counsel, at their own expense, and if the indemnified parties shall have reasonably concluded and specifically notified the indemnifying parties either that there may be specific defenses available to them which are different from or additional to those available to the indemnifying parties or that such claim, action, suit or proceeding involves or could have a material adverse effect upon them with respect to matters beyond the scope of the indemnity provided hereunder, then the counsel representing them, to the extent made necessary by such defenses, shall have the right to direct such defenses of such claim, action, suit or proceeding in its behalf. In the event that the indemnifying parties shall not agree in writing to assume the defense of such claim or action, the indemnified parties may engage independent counsel of reputable standing selected by them to assume the defense and may contest, pay, settle or compromise any such claim or action on such terms and conditions as the indemnified parties may determine; provided, however, that the indemnified parties shall not settle or compromise any claim or action without the prior written consent of the indemnifying parties if such indemnifying parties acknowledge in writing their liability for any Loss or Litigation Expense incurred or required to be paid in respect of such claim or action. The fees and expenses of such counsel shall constitute Litigation Expenses. The indemnified parties and the indemnifying parties shall cooperate in good faith in connection with such defense and all such parties shall have the right to employ their own counsel, but, except as provided above, the fees and expenses of their counsel shall be at their own expense. The indemnified parties or the indemnifying parties, as the case may be, shall be kept fully informed of such claim, action, suit or proceeding at all stages thereof whether or not they are represented by their own counsel.

(f) The parties hereto agree to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any claim, action, suit or proceeding brought by any third party. Where independent counsel has been selected by the indemnifying parties or by the indemnified parties pursuant to Section 10.1(e) hereof, the indemnifying parties or the indemnified parties, as the case may be, shall be entitled to rely upon the reasonable advice of such counsel in the reasonable conduct of the defense, and no indemnifying party shall be relieved of liability hereunder by reason of such reliance or the defense conducted by such counsel.

(g) Except as otherwise provided in this Section 10.1(g), all ~~covenants~~ and agreements of the parties contained herein shall survive the execution, delivery and consummation of this Agreement until the expiration of the ~~applicable statute of limitations~~. All representations and warranties of the parties contained herein shall survive the execution, delivery and consummation of this Agreement until the ~~eighteen (18) month anniversary~~ of the Closing Date, except for:

(i) the representations and warranties of the Seller contained in Sections 2.1, 2.2, 2.3, 2.9(b)(i) and 2.19 hereof and the covenants in this Section 10.1 related thereto shall survive forever;

(ii) the representations and warranties of the Seller contained in Section 2.8 shall survive until the expiration of the respective statutes of limitations applicable to such Tax Returns; and

(iii) the representations and warranties of the Seller contained in Section 2.15 hereof shall survive until the ~~second anniversary of the Closing Date~~.

In addition, if written notice of a violation or breach of any specified representation, warranty, covenant or agreement is given to the party charged with such violation or breach during the period provided for in this Section 10.1(g), such representation, warranty, covenant or agreement shall continue to survive until such matter has been resolved by settlement, litigation (including all appeals related thereto) or otherwise.

(h) In addition to the other indemnities provided for in this Section 10.1 and without regard to the procedures set forth in Section 10.1(e), the ~~Seller will indemnify~~ and save harmless each Buyer Indemnified Party from, against, for and in respect of, ~~and will conduct the defense and any decision to settle or resolve in respect of:~~

(i) any Loss or Litigation Expense incurred or required to be paid because of any ~~SFO Environmental Claims~~; provided that (1) the Seller shall have the right, at its sole cost and expense, to subrogate to the fullest extent of the law to the Company's rights against Lockheed Corporation under any Lockheed Indemnity and the Buyer Indemnified Parties shall have the obligation, at the expense of the Seller, to cooperate with Seller in the exercise of these subrogation rights, and the Company will within ~~three (3) Business Days~~ after receipt deliver to the Seller any and all correspondence or other communications received from any

Person in respect of ~~any SFO Environmental Claim~~, and (2) the Company, at the Seller's direction, shall pursue any available recovery under the 1999 Environmental Policy;

(ii) any Loss or Litigation Expense incurred or required to be paid because of the ~~Morales Litigation~~;

(iii) any Loss or Litigation Expense incurred or required to be paid arising out of the Company's involvement, if any, in any litigation against the Company arising out of the October 14, 2004, crash of an ~~MD-80 B-747-200~~ at Halifax International Airport; provided however that the Seller shall not indemnify Buyer for any Loss or Litigation Expense incurred or required to be paid arising out of the involvement of Buyer or any of its Affiliates (other than the Company) in such aircraft crash; and

(iv) any Loss or Litigation Expense incurred or required to be paid arising out of any claim or litigation against the Company brought by the Person who was President of the Company on October 1, 2004 arising out of the pre-Closing termination of his employment with the Company.

The Seller agrees that it will give the Buyer at least five (5) days prior notice of any final settlement of any of the prior matters identified in this Section 10.1(h) and will, upon the reasonable request of Buyer, hear any comments that the Buyer may have regarding such settlement before the Seller enters into any such final settlement.

(i) The Buyer and the Seller acknowledge and agree that (i) the indemnities and remedies provided in Section 1.2, this Section 10.1 and Section 10.11 shall be the sole and exclusive remedies of the Parties, their Affiliates, successors and assigns with respect to any and all claims, actions, suits or proceedings of every kind arising out of, connected with or in any way relating to this Agreement and the transactions contemplated hereby (whether or not involving third parties), (ii) that each of the Buyer and the Seller, on behalf of themselves and their respective Affiliates, successors and assigns hereby knowingly, voluntarily and irrevocably waive any and all other remedies that may be available at law, in equity, by statute or otherwise, including without limitation contribution claims, that any of them may now have or may hereafter have arising out of or in any way connected with the matters that are the subject of the ~~representations, warranties, covenants and agreements contained herein. Notwithstanding~~ anything to the contrary contained in this Agreement, the dollar, time and any other limitations or restrictions set forth in this Agreement shall not apply to any claims or causes of action made by any Party (whether in tort, contract or otherwise) against the other for fraud or fraudulent misrepresentations.

(j) For all purposes in this Section 10.1, the calculation of the amount of any Loss or Litigation Expense (i) shall not include (A) the amount of any insurance proceeds received by the indemnified party under any available self-insurance or policy of insurance with respect to the particular Loss or Litigation Expense, or (B) any amount for which the indemnified party was the beneficiary of an adjustment in its favor as part of the Total Adjustment Amount, and (ii) with respect to the breach of any representation or warranty, shall, after applying any

applicable qualification as to "materiality" or "Material Adverse Effect" first to determine whether in fact such a breach has occurred, then disregard such qualification as to "materiality" or "Material Adverse Effect" in the calculation of the amount of such Loss or Litigation Expense. An indemnified party shall take all commercially reasonable steps to obtain recovery with respect to the particular claim giving rise to the Loss or Litigation Expense under any available self-insurance or insurance policy.

(k) An indemnified party shall take all commercially reasonable steps to mitigate damages in respect of any matter for which it is seeking indemnification under this Section 10.1.

(l) The Buyer agrees, on behalf of itself and the Buyer Indemnified Parties, that, except with respect to the specifically indemnified items identified in Section 10.1(h), none of them may seek indemnification from the Seller under this Agreement in respect of any Loss or Litigation Expense incurred or required to be paid by any of them arising out of, connected with or in any way relating to any circumstances the Knowledge of which the Buyer obtained prior to Closing.

10.2 Press Release. Immediately after the execution and delivery of this Agreement, the Parties will issue a joint press release announcing the execution and delivery of this Agreement, substantially in the form previously delivered to each other. No Party shall issue (and each Party shall cause its Affiliates not to issue) any other press release or public disclosure relating to the subject matter of this Agreement without the prior written approval of the other Party or Parties; provided, however, that any Party may make any public disclosure it believes in good faith is required by law, regulation or stock exchange rule (in which case the disclosing Party shall advise the other Party or Parties and the other Party or Parties shall, if practicable, have the right to review such press release or announcement prior to its publication).

10.3 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns and, to the extent specified herein, their respective Affiliates.

10.4 Action to be Taken by Affiliates. The Parties shall cause their respective Affiliates to comply with all of the obligations specified in this Agreement to be performed by such Affiliates. Prior to the Closing, the Company will be deemed, for purposes of this Agreement, to be an Affiliate of the Seller and not of the Buyer. Following the Closing, the Company will be deemed, for purposes of this Agreement, to be an Affiliate of the Buyer and not of the Seller.

10.5 Entire Agreement. This Agreement (including the documents referred to herein) and the Transaction Documents constitute the entire agreement between the Buyer and the Seller. This Agreement supersedes any prior agreements or understandings between the Buyer and the Seller, and any representations or statements made by or on behalf of the Seller or any of its Affiliates to the Buyer, whether written or oral, with respect to the subject matter hereof, other than the Confidentiality Agreement.

10.6 Succession and Assignment. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the Seller (in the case of an assignment by the Buyer) or the Buyer (in the case of an assignment by the Seller), which written approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement, and all rights, interests and obligations hereunder, may be assigned, without such consent, to any entity that acquires all or substantially all of a Party's business or assets, and, after Closing, Buyer may assign its rights under this Agreement to any Affiliate of Buyer, so long as Buyer remains responsible for the post-closing indemnification obligations of Buyer under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.7 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered four Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one Business Day after it is sent for next Business Day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to the Buyer:

Aircraft Service International, Inc.
201 S. Orange Avenue, Suite 1205
Orlando, FL 32801
Facsimile: (407) 648-7381
Attention: Keith Ryan

Copy to:

BBA U.S. Holdings, Inc.
401 Edgewater Place, Suite 670
Wakefield, MA 01880
Facsimile: (781) 245-2227
Attention: Gregory J. Murrer, Esq.

and to:

Nixon Peabody LLP
1600 Main Place Tower
Buffalo, NY 14202
Facsimile: (866) 283-1389 and (866) 283-1378
Attention: Charles P. Jacobs, Esq. and John J.
Koeppel, Esq.

If to the Seller:

TBI Overseas Holdings Inc.
3 Red Cleveland Blvd. #3212
Orlando, FL 32773
Facsimile: (407) 585-4545
Attention: R. Keith Robinson

Copy to:

Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, NW
Washington, D.C. 20037
Facsimile: (202) 663-6363
Attention: Steven A. Doyle, Esq. and Eric S.
Galler, Esq.

Any Party may give any notice, request, demand, claim, or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

10.8 Amendments and Waivers. The Parties may mutually amend or waive any provision of this Agreement at any time. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

10.10 Expenses. Except as otherwise specifically provided to the contrary in this Agreement, each of the Parties shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

10.11 Specific Performance. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party may be entitled (a) to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, and (b) solely to the extent consistent with the provisions of Section 10.1 monetary damages that may be awarded.

10.12 Governing Law. This Agreement and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its principles of conflicts of laws that would cause the application of laws of any jurisdiction other than those of the State of New York.

10.13 Submission to Jurisdiction. Each Party (a) submits to the exclusive jurisdiction of any state or federal court sitting in the State of Delaware in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, (c) waives any claim of inconvenient forum or other challenge to venue in such court, and (d) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each Party agrees to accept service of any summons, complaint or other initial pleading made in the manner provided for the giving of notices in Section 10.7. Nothing in this Section 10.13 however, shall affect the right of any Party to serve such summons, complaint or initial pleading in any other manner permitted by law.

10.14 Construction.

(a) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(b) Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

(c) The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) Any reference herein to an Article, section or clause shall be deemed to refer to an Article, section or clause of this Agreement, unless the context clearly indicates otherwise.

(e) All references to "\$", "Dollars" or "US\$" refer to currency of the United States of America.

10.15 Waiver of Jury Trial. To the extent permitted by applicable law, each Party hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the transactions contemplated hereby or the actions of any Party in the negotiation, administration, performance and enforcement of this Agreement.

10.16 Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

10.17 Counterparts and Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

IN WITNESS WHEREOF, the Parties have executed this Purchase and Sale Agreement
as of the date first above written.

TBI OVERSEAS HOLDINGS, INC.,
a Delaware corporation

By: *Larry D. Gouldthorpe*
Name: Larry D. Gouldthorpe
Title: President and Chief Operating Officer

AIRCRAFT SERVICE INTERNATIONAL, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Purchase and Sale Agreement
as of the date first above written.

TBI OVERSEAS HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

AIRCRAFT SERVICE INTERNATIONAL, INC.
a Delaware corporation


By:  _____
Name: GREGORY J. MURRER
Title: AUTHORIZED REPRESENTATIVE

EXHIBIT A

Definitions

"1999 Environmental Policy" means that certain American International Specialty Lines Insurance Company, Contractor's Pollution Liability Policy, Policy Number CPL-476-0173, as the same may be amended from time to time.

"Acquisition Proposal" means any indication, inquiry, proposal, request or offers from, any Person (other than the Buyer or the Seller or any of its Affiliates) relating to any transaction involving the sale of the Company or any other agreement, arrangement, or understanding (written or oral) requiring the Seller to abandon, terminate, or fail to consummate the transactions contemplated by this Agreement.

"Affiliate" has the meaning assigned to it in Rule 12b-2 of the Securities Exchange Act of 1934.

"Business Day" means any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions located in New York, New York are permitted or required by law, executive order or governmental decree to remain closed.

"Cash" means cash and cash equivalents of the Business calculated consistent with past practices according to GAAP and the Historic Accounting Practices, and specifically not including all cash contained in the segregated account (the "Segregated Account Cash") maintained by the Company relating to that certain Fueling System Maintenance, Operation and Management Services Agreement dated October 1, 2000, by and among "Participating Airlines" as such term is defined in the Airport Fueling System Agreement dated 1/1/85 (as may be amended from time to time) and the Corporation.

"CRC" means the cost reimbursable contracts listed on Exhibit B.

"CRC Assets" means, with respect exclusively to the performance by the Company of the CRC Contracts, the amount expressed in U.S. Dollars calculated according to GAAP and the Historic Accounting Practices of the Company's (a) the Segregated Account Cash plus (b) accounts receivable (billed and unbilled) and clearing accounts plus (c) prepayments (not including any prepayments for Group Insurance) plus (d) Other Debtors.

"CRC Liabilities" means, with respect exclusively to the performance by the Company of the CRC Contracts, the amount expressed in U.S. Dollars calculated according to GAAP and the Historic Accounting Practices of the Company's (a) accounts payable and clearing accounts plus (b) accruals (not including any accruals in respect of the Company's defined benefit pension plan or Group Insurance) plus (c) Other Creditors plus (d) Other Liabilities.

"Code" means the Internal Revenue Code of 1986, as amended.

"Data Room" means all of the information of any kind relating to the Business or the Company contained in the electronic data room known as "DataSite" that is web-hosted by Merrill Communications LLC.

"Debt" means the unpaid principal and accrued but unpaid interest thereon in respect of any indebtedness to non-Affiliates of the Company for borrowed money, equipment loans, and the capital leases identified on Exhibit C only and does not include any obligations in respect of trade payables, operating leases, guaranties, or other forms of Liabilities or any intercompany obligations satisfied pursuant to Section 4.7, but includes any overdrafts on cash accounts and any prepayment charges in respect of any undisclosed "Debt."

"Early Adjustment Date" means the date that is the last day of the Review Period if no Notice of Objection is properly delivered by the Buyer to the Seller.

"Employee" means an employee of the Company or of the Subsidiaries.

"Employee Benefit Plan" means (i) any "employee pension benefit plan" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) other than a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) (a "Multiemployer Plan"), (ii) any "employee welfare benefit plan" (as defined in Section 3(1) of ERISA), and (iii) to the extent applicable to more than one employee, any other written or oral plan, agreement or arrangement involving compensation, including without limitation insurance coverage, health benefits, death benefits, tuition or scholarship benefits, change of control benefits, severance benefits, disability benefits, deferred compensation, bonuses, equity options, equity purchase, phantom equity, equity appreciation or other forms of incentive compensation or post-retirement compensation, or fringe benefits, but excluding any Employee Benefit Plan required to be maintained or contributed to under foreign law.

"Encumbrance" means any mortgage, pledge, security interest, lien, charge, claim, option, equitable interest, right of first refusal or similar restriction, right of first option, or restriction on use, voting rights, transfer, sale, receipt of income or exercise of any other attribute of ownership.

~~"Environment" means any surface water, ground water, drinking water supply, land surface or subsurface strata, or outdoor ambient air, but does not include the workplace or other manmade structures of any kind.~~

"Environmental Claim" means any notice of violation, action, claim, demand or environmental lien, abatement or other order by any Governmental Authority or any other Person (A) for personal injury (including sickness, disease or death), property damage, natural resource damages, nuisance, pollution, contamination, or for fines or penalties (B) based upon (i) the existence or continuation of a Release of or exposure to any Materials of Environmental Concern at, in, by, from or related to any property currently or at any time previously owned, leased or operated by the Company and used in the operation of the business, (ii) transportation, treatment, storage or disposal of Materials of Environmental Concern in connection with any property currently or at any time previously owned, leased or operated by the Company and used in the

operation of the business, or (iii) any Environmental Law, including the violation of any Environmental Permit in connection with any property currently or at any time previously owned, leased or operated by the Company and used in the operation of the business.

"Environmental Law" means any applicable federal, state, or municipal statute, rule or regulation as in effect on the Closing Date relating to the protection of human health, public health, natural resources, or the Environment, including, without limitation, any statute, ordinance or regulation pertaining to (A) the presence, manufacture, processing, use, treatment, storage, disposal, transportation, handling or generation of Materials of Environmental Concern; (B) air and water pollution; (C) groundwater and soil contamination; or (D) the Release or threatened Release of Materials of Environmental Concern to the Environment.

"ERISA Affiliate" means any entity which is a member of (i) a controlled group of corporations (as defined in Section 414(b) of the Code), (ii) a group of trades or businesses under common control (as defined in Section 414(c) of the Code), (iii) an affiliated service group (as defined under Section 414(m) of the Code) or (iv) any other group specified in the regulations under Section 414(o) of the Code, any of which includes the Company.

"GAAP" means United Kingdom generally accepted accounting principles.

"Glendale Closing Budget" means \$1,000,000, which amount the Parties agree is the estimated amount of costs and expenses that the Company expects to incur, after the Closing, to close down the operations of the Company's office in Glendale, California, which costs relate to the following categories: (a) net rent, (b) dilapidations, (c) accrued vacation, (d) equipment leases, (e) salary plus fringe benefits, (f) severance plus fringe benefits and (g) utilities.

"Governmental Authority" means any domestic or foreign national, state, multi-state, municipal or local government, subdivision, agency, court, tribunal, control board, commission or authority (including any airport authority) thereof, or any quasi-governmental or private body exercising any regulatory or Taxing Authority thereunder.

"Group Insurance" means all premiums for policies of insurance paid for by TBI, plc and its Affiliates (including the Company and the Subsidiaries).

"Historic Accounting Practices" means the historic accounting policies, practices, procedures, and methods employed by the Company to prepare the applicable historical financial statements of the Company for the fiscal year ended March 31, 2004, as reviewed by PriceWaterhouseCoopers in its performing its audit of TBI, plc.

"Income Taxes" shall mean any Taxes imposed upon or measured by net income.

"Late Adjustment Date" means the date that the Independent Accountants deliver a Decision Notice to the Parties.

"Litigation Expense" shall mean any expenses incurred by any indemnifying or indemnified party in connection with investigating, defending or asserting any claim, action, suit or

proceeding incident to any matter indemnified against under this Agreement, including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel (whether incurred in any action or proceeding between the parties to this Agreement or between any party to this Agreement and any third party), investigators, expert witnesses, accountants and other professionals.

"Lockheed Indemnity" means, individually and collectively, that certain Remediation Agreement, dated January 19, 1995 between Lockheed Corporation, LAT Holdings, L.L.C., and Lockheed Air Terminal, Inc., any other agreement or other arrangement pursuant to which Lockheed Corporation has agreed to provide an indemnity of any kind for the benefit of the Company, and any right that the Company may have against Lockheed Corporation or duty that Lockheed Corporation may owe to the Company at law, in equity or pursuant to any statute, ordinance, regulation or law for contribution or indemnification.

"Loss" shall mean any loss, obligation, claim, liability, settlement payment, award, judgment, fine, penalty, interest charge, expense, cost, damage or deficiency or other charge, other than Litigation Expense, but, with respect to any claim not involving third parties or not involving the non-competition provisions of Section 9.4, a Loss shall not include any lost profits, punitive, consequential or incidental damages.

"Material Adverse Effect" means any change, effect or circumstance that, individually or in the aggregate with other changes, effects or circumstances, (i) is materially adverse to the financial condition or results of operations of the Business as a whole (other than changes, effects or circumstances that are the result of economic factors affecting the economy as a whole or that are the result of factors generally affecting the industry or specific markets in which the Business competes), or (ii) materially impairs the ability of the Sellers to consummate the transactions contemplated by this Agreement; provided, however, that a "Material Adverse Effect" shall not include any adverse change, effect or circumstance (I) arising out of or resulting primarily from actions contemplated by the Parties in connection with this Agreement, or (II) that is attributable to the announcement or performance of this Agreement or the transactions contemplated by this Agreement.

"Materials of Environmental Concern" means any hazardous substance, pollutant or ~~contaminant, as those terms are defined under the federal Comprehensive Environmental~~ Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), solid waste and hazardous waste, as those terms are defined in the Federal Resource Conservation and Recovery Act (as in effect on the date of this Agreement) and oil, petroleum and petroleum products, or asbestos.

"Morales Litigation" means the case titled *Ricardo Morales v. Airport Group International, Inc. et al.*, filed in the Superior Court for the State of California in the County of Los Angeles - Central District, Case No. BC308878.

"Multiemployer Plan" is defined in ERISA Section 3(37).

"Net Book Value" means historic cost of an asset less accumulated depreciation calculated in accordance with GAAP and the Historic Accounting Practices.

"Non-CRC Working Capital" means the net amount expressed in U.S. Dollars calculated according to GAAP and the Historic Accounting Practices and without regard to any Cash, CRC Assets or CRC Liabilities of the Company's (a) accounts receivable plus (b) inventory plus (c) prepayments (less any prepayments for Group Insurance, long-term leasehold deposits and prepaid rent pertaining to Glendale) plus (d) Other Debtors (less any investments in joint ventures) plus (e) the amount of any receivable, obligation or claim the cancellation, waiver or satisfaction of which between the date of this Agreement and the Closing Buyer does not approve minus (f) accounts payable minus (g) accruals (not including any accruals in respect of (i) the Company's defined benefit pension plan, (ii) vacation for Glendale Employees, (iii) Group Insurance, (iv) Income Taxes or (v) litigation reserves) minus (h) Other Creditors.

"Other Debtors" means the category of "other debtors" as historically reflected in the financial statements of the Company according to GAAP and Historic Accounting Practices.

"Other Creditors" means the categories of "other creditors" as historically reflected in the financial statements of the Company according to GAAP and Historic Accounting Practices.

"Other Liabilities" means the categories of "other liabilities" as historically reflected in the financial statements of the Company according to GAAP and Historic Accounting Practices.

"Permitted Encumbrance" means any (i) mechanic's, materialmen's, landlord's and similar liens, (ii) liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation, (iii) liens on goods in transit incurred pursuant to documentary letters of credit, in each case arising in the ordinary course of business, (iv) liens for Taxes not yet due and payable, (v) liens for Taxes which are being contested in good faith and by appropriate proceedings, (vi) liens arising solely by action of the Buyer, and (viii) other de minimis liens.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, entity or Governmental Authority.

"Release" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration on or into the indoor or outdoor Environment or in, on, under, into or out of any property, including any property currently or at any time previously owned, leased, or operated by the Seller and used in the operation of the Company's business.

"Reorganization" means the "Transaction" as defined in the opinion of PricewaterhouseCoopers L.L.P., dated October 11, 2004, for the benefit of Airport Group International, Inc., the predecessor of the Company, and its U.S. affiliates within the U.S. consolidated group of TBI US, Inc. as to certain U.S. federal and state income tax issues arising in connection with the internal restructuring of the operations of Airport Group International, Inc.

"SFO Environmental Claims" means any claims that have been made or could be made in the future by the City and County of San Francisco for environmental clean-up costs and damages arising from the historical operations of the Company's predecessor, Lockheed Air Terminal, Inc., as a tenant at San Francisco International Airport from the inception of its operations in 1959 up to the termination of its activities on January 9, 1987.

"Taxes" means all taxes, including without limitation income, gross receipts, ad valorem, value-added, excise, real property, personal property, sales, use, transfer, withholding, employment, social security charges and franchise taxes imposed by the United States of America or any state, local or foreign government, or any agency thereof, or other political subdivision of the United States or any such government, and any interest, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof.

"Taxing Authority" means any governmental authority responsible for the imposition of Taxes.

"Tax Proceeding" means any proposed adjustment, adjustment, notice of deficiency, audit, examination, suit or other claim or administrative or judicial proceeding relating to Taxes.

"Tax Returns" means all reports, returns, declarations, statements, forms or other information required to be supplied to a Taxing Authority in connection with Taxes.

ADDITIONAL DEFINED TERMS

<u>Defined Term</u>	<u>Section</u>
AGI Holdings	Recital C
Agreement	Preliminary Statement
ATL	9.4(a)
Balance Sheet Date	2.5
Baseline Balance Sheet	2.5
Business	Recital A
Benefit Plans	2.14(a)
Bid	4.4(c)
Buyer	Preliminary Statement
Buyer Indemnified Party	10.1(b)
Buyer Material Adverse Effect	3.3(b)
Closing	1.3(a)
Closing Date	1.3(a)
Closing Date Statement	1.2(c)

Defined Term**Section**

Closing Payment	1.2(b)
Confidentiality Agreement	4.4(a)
Company	Recital A
Company Benefit Plans	2.14(a)
Corporation	Recital B
CRC Balance Cash	1.2(a)(iii)
D&O Policy	9.2(d)
Decision Notice	1.2(e)(ii)
DeMinimis Amount	10.1(c)
Designated Contracts	2.11(b)
Disclosed Bids	4.4(c)
Disclosure Schedule	Article II
Environmental Permits	2.15(a)
Financial Statements	2.5
Former Officers	9.2(d)
Governmental Filings	4.1
GPCD Objection Notice	1.2(c)
Gross Closing Pension Deficit	1.2(a)(vi)
Indemnification Deductible	10.1(c)
Independent Accountants	1.2(e)(ii)
Information	9.1(a)
Insurance Policies	2.23
Intellectual Property	2.10
Interests	Recital D
Knowledge of Buyer	Article III
Knowledge of Seller	Article II
Liabilities	2.7
LLC Agreement	1.4
Non-CRC Working Capital Baseline	1.2(e)(iii)
Non-CRC Working Capital Baseline Adjustment	1.2(e)(iii)
Notice of Objection	1.2(e)(i)
NY Life	1.2(c)
NY Life Assumptions	1.2(c)
Operating Agreement	2.1(b)
Other Equity Interests	2.2(d)
Parties	Preliminary Statement
Permits	2.17
Proceeding	2.12
Review Period	1.2(d)
Seller	Preliminary Statement
Seller Guarantees	9.3
Stay Bonuses	2.11(a)(x)
Subsidiaries	2.2(d)

Defined Term**Section**

Tax Accruals	6.1(a)
TBI AM	9.4(a)
Territory	9.4
Third Party Consents	4.1(a)
Top 10 Customers	2.21
Top 10 Suppliers	2.21
Total Adjustment Amount	1.2(e)(iv)
Total Consideration	1.2(a)
Transaction Documents	2.3
Transition Services Agreement	5.1(k)
WARN	8.2
Working Capital Adjustment	1.2(e)(iii)
Working Capital Baseline	1.2(e)(iii)

EXHIBIT B

CRC Contracts

Name of Agreement	Date	Parties
Fuel System Maintenance, Operation and Management Services Agreement	Oct. 1, 2001	Midway Airlines' Terminal Consortium and Airport Group International, Inc.
Maintenance, Operating and Administrative Service Agreement, as amended from time to time	April 1, 1990	Ontfuel Corporation and Airport Group International, Inc.
Operating and Maintenance Agreement for the Consolidated Fuel System	Oct. 10, 1982	Lockheed Air Terminal, Inc., Eastern Air Lines, Inc., and US Airways, Inc. f/k/a Piedmont Aviation, Inc.
Fueling System Maintenance, Operation and Management Services Agreement	Oct. 1, 2000	AGI and "Participating Airlines" as defined in the Airport Fueling System Agreement dated 1/1/85
Fueling System Maintenance, Operation and Management Services Agreement	Jan. 1, 2002	Hawaii Fueling Facilities Corporation, Airport Group International, Inc., and specified "Contracting Airlines"
Fuel Storage Facility and South Cargo Ramp and Fueling Facilities Management and Operation Agreement	Sept. 1, 1998	City of Atlanta and Airport Group International, Inc.
Operating and Maintenance Agreement	Sept. 21, 1994	Airport Group International, Inc. and Atlecon Fuel Corporation
Salt Lake City Fuel Storage & Distribution System Maintenance & Operating Agreement	Aug. 1, 1998	AGI and the participating airlines of the Salt Lake City Fuel System Consortium
Oral Agreement		Continental Airlines and American Airlines at ORD

EXHIBIT C

Debt

Capital Leases

Capital Leases

Title of Agreement	Date	Parties
Letter Agreement re: lease of two (2) Bosserman R3000CM refuelers and (2) Bosserman HS750 hydrant servicers	August 27, 2001	Navigator Group, LLC and Airport Group International, Inc.
Equipment Lease Agreement re: (1) Hough T-500 Tow Tractor	September 15, 2003	GSE Logistics Inc. and Airport Group International, Inc.

EXHIBIT 1.2(e)(ii)

Procedures for the Independent Accountants

Discovery. There shall be no discovery.

Evidence. All evidence shall be in writing. The Independent Accountants shall not permit any oral testimony. The Parties shall be limited to the following submissions:

Within three (3) Business Days after the Independent Accountants have been retained, (i) the Seller shall submit the Closing Date Statement together with Seller's calculation of the Total Adjustment Amount, in writing, to the Independent Accountants and the Buyer. The Buyer shall submit its objections to the Closing Date Statement and the Seller's calculation of the Total Adjustment Amount, in writing, to the Independent Accountants and the Seller within ten (10) Business Days after the Buyer's receipt of the Seller's submission. The Seller may, within five (5) Business Days thereafter, file a rebuttal. The Independent Accountants may not alter the dates for such filings unless approved by both Parties. The Independent Accountants shall have the authority to decide the matter only after the submission of all written evidence.

Confidentiality. All aspects of the arbitration, including without limitation, any decision, and any document(s), or information submitted by either party are confidential and shall not be available to the public or used for any purpose other than the instant arbitration proceeding, except (a) to the extent both Parties agree otherwise in writing, (b) to a party's attorneys, accountants and similar representatives or as required to conduct its business (including with respect to the preparation of any Tax Returns), or (c) as may be appropriate in response to a governmental agency or lawfully issued subpoena, provided that the party called upon to make such response shall give immediate notice of such process to the other party and afford the other party an appropriate opportunity to object to such process.

Decision. The Independent Accountants shall render their decision on the final Closing Date Statement and the Total Adjustment Amount) (the "Decision") based solely on the evidence presented, the provisions of the Agreement, the provisions of this Exhibit 1.2(e) as interpreted by the Independent Accountants, and the scope of the matter submitted for decision by the Buyer and the Seller. Upon a finding that a party has sustained its burden of proof and/or persuasion, the Independent Accountants shall have the power and authority to determine the final Closing Date Statement and the Total Adjustment Amount.

Absent compelling circumstances, it is anticipated that the Independent Accountants will issue their Decision within ten (10) Business Days after the date set for the final submissions of the Buyer and the Seller. The Decision shall be in writing and signed and dated by the Independent Accountants, and shall contain Independent Accountant's opinion as to the Closing Date Statement and Total Adjustment Amount; and (b) the rationale for the Independent Accountants' decision, including any findings of fact. The Independent Accountants shall provide signed duplicate original copies of the Decision to both Parties.

The Decision shall be final and binding and not subject to review or appeal.

Generally. Any proceeding pursuant to this Exhibit 1.2(e) is deemed to be an arbitration proceeding subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of any law inconsistent therewith. The American Arbitration Association's Rules for Commercial Arbitrations in effect on the date hereof shall govern the arbitration except as varied by this Exhibit 1.2(e).

The Independent Accountants shall have all powers generally granted to arbitrators, except as modified by, expanded or otherwise expressly provided in this Exhibit 1.2(e).

Exhibit 1.4

**LIMITED LIABILITY COMPANY AGREEMENT
OF
AGI (US) HOLDINGS LLC
(a Delaware Limited Liability Company)**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF AGI (US) HOLDINGS LLC (the "Agreement") is entered into effective as of October 12, 2004, by TBI Overseas Holdings, Inc., a Delaware corporation (the "Member") and AGI (US) Holdings LLC, a Delaware limited liability company (the "Company"). All property now or hereafter transferred to the Company will be held, managed and distributed as provided in this Agreement, and all of the affairs of the Company will be conducted as provided in this Agreement.

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, the words, terms, and phrases defined in this section have the following meanings:

"Capital Contribution" means any contribution to the capital of the Company in cash, property, or services by the Member.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor to that Code.

"Delaware Act" means the Delaware Limited Liability Company Act, 6 Del. Code § 18-101 et seq.

"Fiscal Year" means the Company's fiscal year, which shall be the twelve month period ending March 31 of each calendar year.

"Person" includes a natural person, domestic or foreign limited liability company, corporation, partnership, limited partnership, joint venture, association, business trust, estate, trust, enterprise, and any other legal or commercial entity.

**ARTICLE 2
ORGANIZATION**

Section 2.1 Formation. The Company was formed under the Delaware Act for the purposes set forth herein upon filing of the Certificate of Formation of the Company with the Secretary of State of Delaware on August 30, 2004. Except as otherwise expressly provided for herein, the rights and liabilities of the Member shall be as provided for in the Delaware Act.

Section 2.2 Name. The name of the Company is AGI (US) Holdings LLC. The business of the Company shall be conducted under this name or such other names as the Member may from time to time determine.

Section 2.3 Term. The company shall continue until it is dissolved under the terms of this Agreement or the Delaware Act.

Section 2.4 Principal Place of Business. The Company's principal place of business shall be 3 Red Cleveland Boulevard #3212, Sanford, FL 32773. The Company may relocate its place of business, or establish any other place or places of business, at any other place or places as the Member may from time to time deem advisable.

Section 2.5 Registered Office. The Company's registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

Section 2.6 Purpose. The Company is organized to carry on any lawful business activity, which may be conducted by a limited liability company organized under the Delaware Act. The Company shall have the authority to engage in any lawful business or activity that now or hereafter may be necessary, incidental, proper, advisable, or convenient to accomplish the foregoing purpose.

ARTICLE 3 CAPITAL AND MEMBERS

Section 3.1 Admission of New Members. The Member shall determine whether and on what terms to admit new Members.

Section 3.2 No Right of Company to Require Additional Contributions. The Company has no right to require the Member to make additional Capital Contributions, but the Member may make additional Capital Contributions at any time.

Section 3.3 No Rights of Redemption or Return of Contribution. The Member has no right to receive any interest on such Member's Capital Contributions.

ARTICLE 4 ALLOCATIONS AND DISTRIBUTIONS

Section 4.1 Allocation of Profits and Losses. All profits and losses of the Company for each Fiscal Year, and each item of income, gain, loss, deduction, and credit entering into the computation thereof, shall be allocated to the Member.

Section 4.2 Interim Distributions. Interim distributions of cash or property may be made by the Company to the Member from time to time as the Member shall determine.

Section 4.3 Distributions Upon Dissolution of the Company. Upon dissolution of the Company pursuant to Section 10.1, the Member shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining fair value therefore, and shall apply and distribute the proceeds in the following order of priority:

- (a) First, to the payment and discharge of all of the Company's debts, liabilities, and obligations, including the establishment of necessary reserves;
- (b) Second, to the Member.

ARTICLE 5 ACCOUNTING

The books of account of the Company shall be kept in such a manner as the Member determines.

ARTICLE 6 TAXES

Section 6.1 Characterization for Tax Purposes. The Member intends that the Company be disregarded as an entity separate from the Member under sections 301.7701-2(a) and 301.7701-3(b)(1)(ii) of the Treasury Regulations. All provisions of this Agreement are to be construed so as to preserve that tax status.

Section 6.2 Returns. Within ninety (90) days after the end of each Fiscal Year, the Company will cause to be delivered to the Member such information, if any, with respect to the Company as may be necessary for the preparation of the Member's federal, state, or local income tax or information returns, including a statement showing the Company's income, gain, loss, deduction, and credits for the Fiscal Year.

Section 6.3 Tax Elections. The Member may cause the Company to make whatever elections the Company may be required to make under the Code.

ARTICLE 7 MANAGEMENT

Section 7.1 Management of the Company. Except as otherwise provided in this Agreement, the management of the Company shall be vested in a Board of Directors who shall, collectively, be charged with the management of the Company and shall have the same duties, responsibilities and obligations to the Company as a board of directors to a corporation incorporated under the General Corporation Law of the State of Delaware ("DGCL"). The Board of Directors shall consist of not less than three and not more than five members, each of whom shall be elected by the Member. The Member may remove any director at any time for any reason or no reason. The Member shall have the sole power and authority to fill any

vacancy on the Board of Directors. The initial members of the Board of Directors, who shall serve in such capacities until their respective successors are elected and qualified shall be:

Keith M. Brooks
Caroline F. Price
Larry D. Gouldthorpe
R. Keith Robinson.

Section 7.2 Officers.

(a) Except as otherwise provided in this Agreement, the day-to-day operations of the Company shall be managed by officers who shall report to the Board of Directors. The officers shall consist of a President, any number of Vice Presidents, a Secretary, any number of Assistant Secretaries, and such superior and inferior officers as the Board of Directors may from time to time decide to appoint. The officers shall exercise and perform all duties, responsibilities and obligations to the Company as may be delegated to them by the Board of Directors. The Board of Directors may remove from office any officer at any time for any reason or no reason.

(b) In dealing with the officers acting on behalf of the Company, no person shall be required to inquire into the authority of the officers to bind the Company. Persons dealing with the officers are entitled to rely conclusively on the power and authority of the officers as set forth in this Agreement.

(c) Each of the following persons is hereby appointed to the office or offices set forth after such person's name, to serve until his respective successor is appointed by the Board of Directors:

NAME

OFFICE

/ Larry D. Gouldthorpe

President and Chief Operating
Officer and Assistant Secretary

/ Keith Robinson

Treasurer and Chief Financial Officer

/ Roger C. Clifton

Secretary

/ M. Christine Ronning

Assistant Treasurer and Financial Controller

/ Sandy Cooper

Assistant Financial Controller

(d) The President shall be the chief executive officer of the Company and shall report directly to the board of directors, shall have the duties, responsibilities and obligations commonly assigned to the President of a corporation incorporated under the DGCL and such other duties, responsibilities and authorities as may be assigned by the board of directors.

(e) Each Vice President shall report to the President or such other superior officer as the President shall determine and shall have the duties, responsibilities, and obligations assigned to such Vice President by the President or other superior officer.

(f) The Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the board of directors may direct, a book of minutes of all meetings and actions of member and of the board of directors, and other books and records of the Company and shall have the duties, responsibilities and obligations commonly assigned to a Secretary of a corporation incorporated under the DGCL.

Section 7.3 Matters Reserved for the Member. The Board of Directors and officers shall have no authority or power to take the following actions, the authority for which is reserved specifically for the Member:

- (a) sell, exchange, or encumber all or substantially all of the assets of the Company.
- (b) admit an additional member pursuant to section 3.4;
- (c) make interim distributions pursuant to Section 4.2;
- (d) file a voluntary petition or consent to the entry of an order for relief under the United States Bankruptcy Code or any comparable provision of state law;
- (e) take any action in contravention of this Agreement;
- (f) amend this Agreement;
- (g) appoint or remove any officers, except to the extent authorized by the Member;
- (h) dissolve the Company;
- (i) indemnify any person or entity not described in Article 12; and
- (j) merge or combine the Company into any other entity or convert the form of the Company into any other form of entity.

Section 7.4 Duties of Officers.

(a) Each officer shall discharge his, her, or its official duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner such officer reasonably believes to be in the best interests of the Company.

(b) Each officer may rely on information received from other persons if that reliance is consistent with such officer's duties under this Agreement.

Section 7.5 Officers not Liable for Acts or Omissions in its Managerial Capacity. To the fullest extent permitted by Delaware law, each officer is released from liability for damages

USINW 4764689-1

- (b) the entry of a decree of judicial dissolution.

Section 10.2 Procedures Upon Dissolution. Upon dissolution, the affairs of the Company shall be wound up in accordance with Section 4.3 and the provisions of Subchapter VIII of the Delaware Act.

ARTICLE 11 BOOKS AND RECORDS

Section 11.1 Contents and Location of Records. The Company will maintain at its principal place of business, or at some other location chosen by the Member, adequate books and records setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company.

Section 11.2 Access to Records. The Member may inspect and review the Company's books and records and may, at the Member's expense, have the Company make copies of any portion or all of such books and records.

ARTICLE 12 INDEMNIFICATION

Section 12.1 Mandatory Indemnification; Standard. To the fullest extent permitted by law, the Company will indemnify each person made or threatened to be made a party to a proceeding by reason of such person's capacity as a Member or officer of the Company or as an officer, director, shareholder, agent or employee of a Member or officer acting in connection with the affairs of the Company against judgments, penalties, fines, including, without limitation, excise taxes assessed against the Member with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by such person in connection with the proceeding.

Section 12.2 Insurance. The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

Section 12.3 Disclosure. The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the records of the Company.

Section 12.4 Discretionary Indemnification of Others. Nothing in this Article 12 limits the ability of the Company to indemnify any person or entity not described in this Article 12 pursuant to, and to the extent described in, an agreement authorized by the Member.

ARTICLE 13 REMEDIES FOR BREACH

Section 13.1 Specific Enforcement. All breaches of this Agreement are subject to specific enforcement, without prejudice to the right to seek damages or other remedies.

Section 13.2 Attorney Fees and Other Litigation Expenses. If the Company resorts to litigation to remedy a breach of this Agreement by a Member and the Company prevails in the litigation, in addition to any other remedies available to the Company under this Agreement or by law the Company may collect its reasonable attorney fees and other costs and expenses of litigation.

ARTICLE 14 AMENDMENTS

Any amendment to this Agreement must be approved by the Member.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Governing Law. Notwithstanding where this Agreement may be executed by the Member, the Member agrees that this Agreement, and any question, dispute, or other matter related to or arising from this Agreement, will be governed by the laws of the State of Delaware without regard for the choice of law provisions thereof.

Section 15.2 Binding Effect. This Agreement binds the Member and its distributees, successors, and assigns and any other person claiming a right or benefit under or covered by this Agreement.

Section 15.3 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable:

(a) that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Agreement;

(b) the remaining provisions of this Agreement will remain in full force and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; and

(c) in the place of the illegal, invalid, or unenforceable provision, there will be added automatically to this Agreement a legal, valid, and enforceable provision that is as similar to the illegal, invalid, or unenforceable provision as possible.

Section 15.4 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be considered an original and all of which will constitute one and the same document. Proving the execution and contents of this document against a party may be done by producing any copy of this Agreement signed by that party.

Section 15.6 Notices.

(b) A person who wants to change its address as specified in the records may do so by giving written notice of the change to the Company and to the Member. The change takes effect five days after the notice is given.

Section 15.8 Integration: This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement of AGI (US) Holdings LLC as of the date first written above.

MEMBER:

TBI OVERSEAS HOLDINGS, INC.

By: *R. Keith Robinson*

Name: R. Keith Robinson

Title: Chief Financial Officer

COMPANY

AGI (US) HOLDINGS LLC

By: *R. Keith Robinson*

Name: R. Keith Robinson

Title: Chief Financial Officer

EXHIBIT 2**Seller's Knowledge Persons**

Keith Robinson
William J. Evans, Jr.
Denny J. Eichenbaum
Alfred Perez
Darryl F. Mathews
David Tuncap
Donald F. Dauphin
Erick W. Dickens
Robert A. Debner
Harry D. Hoge
Kenneth R. Edwards
Joseph D. Lovan
Douglas Wahl
Stephen Szulc
Janet Weichert

EXHIBIT 3**Buyer's Knowledge Persons**

David Stanton
Robert Frese
Greg Murrer
Drew Smith
Keith Ryan
Jeff Hartman
Dan Maricinik
Brenda Beberman

Exhibit 5.1(f)

Fuel System Maintenance, Operation and Management Services Agreement with Hawaii Fueling
Facilities Corporation.

Bond No.	BONDS					Premium	Amount
	Obligee	Type	Effective	Expires			
395351	United States of America	License & Permit	4/3/2004	4/3/2005	\$188	\$25,000	
395353	City of Los Angeles	Lease	9/1/2004	9/1/2005	\$100	\$9,573	
395354	City of Los Angeles	Lease	9/1/2004	9/1/2005	\$100	\$12,762	
395355	City of Atlanta	Performance & Payment	8/9/2004	8/9/2005	\$684	\$114,000	
395356	U.S. Customs Service	License & Permit	9/1/2004	9/1/2005	\$800	\$100,000	
395357	City of Los Angeles	Lease	8/22/2002	8/22/2004	\$10,000	\$1,000,000	
395358	City of Los Angeles	Lease	1/1/2004	1/1/2005	\$200	\$7,448	
395359	City and County of San ...	License & Permit	1/28/2004	1/28/2005	\$100	\$3,000	
395360	U.S. Environmental ...	Performance	10/31/2003	10/31/2004	\$10,000	\$1,000,000	
395361	The New Orleans Aviation Board	Performance	7/24/2004	7/24/2005	\$600	\$100,000	
395362	City of Atlanta	Performance	11/1/2003	11/1/2004	\$600	\$100,000	
395366	State of California	License & Permit	12/7/2003	12/7/2004	\$100	\$7,500	

395367	State of California License & Permit	12/6/2003	12/6/2004	\$100	\$10,000
395368	State of Utah Tax	1/24/2004	1/24/2005	\$100	\$10,000
395369 Seaboard No./010530008 C.A. shea/180101703 customs	U.S. Customs Service Importer	7/9/2004	7/9/2005	\$1,000	\$100,000
395370	Guam Int'l Airport Lease	1/14/2004	1/14/2005	\$360	\$60,000
395371	City and County of License & Permit San Francisco	1/28/2004	1/28/2005	\$282	\$37,615
395372	City and County of License & Permit San Francisco	1/28/2004	1/28/2005	\$100	\$11,260
395373 Seaboard bond No./460277333 customs bond no./	U.S. Customs Service Importer	11/12/2003	11/12/2004	\$500	\$50,000
425347 Seaboard No./030429012 C.A. shea/040305145 customs bond no.	U.S. Customs Service Importer	10/3/2003	10/2/2004	\$500	\$50,000
425348	City of Los Angeles Performance	6/13/2004	6/13/2005	\$9,805	\$1,634,100
425349 Seaboard no./ C.A. Shea Bond No.010606005/170105994 Customs No.	U.S. Customs Foreign Trade Zone	10/30/2003	10/30/2004	\$1,000	\$100,000

**DISCLOSURE SCHEDULE
ACCOMPANYING
PURCHASE AND SALE AGREEMENT
BETWEEN**

TBI OVERSEAS HOLDINGS, INC.

and

AIRCRAFT SERVICE INTERNATIONAL, INC.

October 27, 2004

Pursuant to the Purchase and Sale Agreement (the "Agreement") dated as of October 27, 2004 by and among TBI Overseas Holdings, Inc., a Delaware corporation (the "Seller"), and Aircraft Service International, Inc., a Delaware corporation (the "Buyer"), the Seller hereby provides the following disclosures (the "Disclosure Schedule") in accordance with the associated sections of the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

Except as otherwise limited herein, the statements contained in this Disclosure Schedule are true and correct as of the date hereof. This Disclosure Schedule shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in Article II of the Agreement. The disclosures in any section, subsection or paragraph of this Disclosure Schedule shall qualify other sections and subsections in Article II of the Agreement to the extent it is reasonably clear from a reading of the disclosure that such disclosure is applicable to such other sections and subsections. The inclusion of any information in this Disclosure Schedule (or any update thereto) shall not be deemed to be an admission or acknowledgment, in and of itself, that such information is required by the terms hereof to be disclosed, is material to the Company, has resulted in or would result in a Material Adverse Effect, or is outside the ordinary course of business. For purposes of this Disclosure Schedule, the phrase "to the Knowledge of the Seller" or any phrase of similar import shall mean the actual knowledge of the Persons listed on Exhibit 2 of the Agreement, in each case, after review of their files. For the avoidance of doubt, references to the "Company" shall be deemed to include the Corporation

The information disclosed in this Disclosure Schedule is disclosed in furtherance of, and should not be used for any purpose except in furtherance of, the transactions contemplated by the Agreement. To the extent that there is a conflict between information provided in this Disclosure Schedule and information provided in the section or paragraph of the Agreement to which a reference in this Disclosure Schedule relates, the information disclosed in this Disclosure Schedule governs.

The airport identification codes identified below and used in this Disclosure Schedule refer to the corresponding airport listed next to such code.

Airport Identification Code	Airport Location
ATL	Atlanta Hartsfield International Airport (Atlanta, GA)
BDL	Windsor Locks - Bradley Int'l. Airport (Hartford, CT)
CLT	Charlotte/Douglas International Airport (Charlotte, NC)
GUM	AB Won Pat Guam International Airport (Guam)
HNL	Honolulu International Airport (Honolulu, HI)
LCK	Rickenbacker International Airport (Columbus, OH)
LAX	Los Angeles International Airport (Los Angeles, CA)
MDW	Chicago Midway Airport (Chicago, IL)
ONT	Ontario International Airport (Ontario, CA)
ORD	Chicago O'Hare International Airport (Chicago, IL)
ROC	Rochester International Airport (Rochester, NY)
SFO	San Francisco International Airport (San Francisco, CA)
SHV	Shreveport Airport (Shreveport, LA)
SJC	San Jose International Airport (San Jose, CA)
SLC	Salt Lake City International Airport (Salt Lake City, UT)

Section 2.2 Capitalization; Subsidiaries

(a)

1. All of the limited liability company interests of AGI Holdings are owned beneficially and of record by the Seller.

2. All of the limited liability company interests of the Company are owned beneficially and of record by AGI Holdings.

(d)

(i) **Airport Group (LA) Inc. ("AGLA"):** AGLA has 100 shares of common stock issued and outstanding, all of which are owned beneficially and of record by the Company.

(ii)

1. **Perishables Group International JV, LLC:** The Company owns a 49% membership interest in Perishables Group International JV, LLC, a Georgia limited liability company. Pan American Logistics, LLC owns the remaining 51% membership interest.

2. 272 shares of Class A stock of Continental Airlines Inc., an entity whose capital stock is publicly traded on the NYSE. As of September 22, 2004, there were approximately 66,462,000 shares of capital stock of Continental issued and outstanding and the market capitalization of Continental was approximately \$631,000,000, and the Class A stock of Continental is widely held.

3. 756 shares of Class B stock of Continental Airlines Inc., an entity whose capital stock is publicly traded on the NYSE. As of September 22, 2004, there were approximately 66,462,000 shares of capital stock of Continental issued and outstanding and the market capitalization of Continental was approximately \$631,000,000, and the Class B stock of Continental is widely held.

4. 280 shares of capital stock of Hawaiian Holdings, Inc., an entity whose capital stock is publicly traded on the NYSE. As of September 22, 2004, there were approximately 28,460,000 shares of capital stock of Hawaiian issued and outstanding and the market capitalization of Hawaiian was approximately \$212,570,000, and the stock of Hawaiian is widely held.

5. 122 class A shares of ACE Aviation Holdings, Inc. In a press release, dated October 4, 2004, the following information was reported about this company: "ACE shares, issued to Air Canada debt holders in the restructuring at C\$20 each, had traded in the gray market on a when-issued basis above C\$26 in recent days. Air Canada said 77.3 million class A variable voting shares and 11.5 million class B voting shares

were issued on Thursday, when the carrier emerged from 18 months of bankruptcy protection."

Section 2.4 Non-contravention

(b)

1. ~~Consent from the Federal Communications Commission~~ will be required with respect to the following radio licenses:

Call Sign	Location	Radio Service
KB62129	LAX	IG ¹
KCN523	ONT	IG
KED609	HNL	IG
KGZ714	HNL	IG
KNJX792	HNL	IG
KQR796	ORD	IG
WNXK634	ATL	IG
WPIR874	LCK	IG
WPJJ975	ATL	IG
WPQA472	ATL	IG
WPTP850	SJC	IG
WPZK323	ORD	AF ²
WQL63 ³	LCK	AF
WSC279	GUM	IG
WYT269	SLC	IG
WPED234	SJC	IG
WQAW947	HNL	IG
WQBH311	CLT	IG

2. Within 45 days of the Closing Date, the Company, Buyer or an Affiliate of Buyer will be required to file Form BE-13 Initial Report on a Foreign Person's Direct or Indirect Acquisition, Establishment or Purchase of the Operating Assets of a U.S. Business Enterprise, including Real Estate with the U.S. Department of Commerce, Bureau of Economic Analysis, with respect to the consummation of the purchase and sale.

3. See Section 2.4(e), Items 4 and 5 of this Disclosure Schedule.

(c)

See Section 2.4(e), Items 1-6 of this Disclosure Schedule.

¹ IG = Industrial/Business Pool, Conventional Radio Licenses

² AF = Aeronautical and Fixed Radio Licenses

³ The FCC's Universal Licensing System database states that the license owned by the Company at LCK has the call sign WQL63. However, the actual license issued to the Company states indicates the call sign is WRV56.

(e)

1. Fuel System Maintenance, Operation and Management Services Agreement dated January 1, 2002 by and between Hawaii Fueling Facilities Corporation, the "Contracting Airlines" and the Company. The contract counterparty has the right to terminate this contract on 30 days notice if the sale notice is given within 90 days after the sale of AGI Holdings to Buyer.

2. Annex B 1.0 to Standard Ground Handling Agreement (Simplified Procedures) effective September 22, 2003 between Cathay Pacific Airways Ltd. and the Company. The contract counterparty has the right to terminate the contract immediately upon the sale of AGI Holdings to the Buyer.

3. Standard Ground Handling Agreement (Simplified Procedures) between Korean Air Lines and the Company (undated). The contract counterparty has the right to terminate the contract immediately upon the sale of AGI Holdings to the Buyer.

4. Space Lease Agreement (GIAA-PMLSE-104) between A.B. Won Pat Guam International Airport Authority and the Company (undated). The lease requires the consent of the counterparty for events deemed assignments which may include the sale of AGI Holdings to the Buyer and failure to obtain the consent could constitute a material default.

5. Space Lease Agreement (GIAA-PMLSE-109) between A.B. Won Pat Guam International Airport Authority and the Company (undated). The lease requires the consent of the counterparty for events deemed assignments which may include the sale of AGI Holdings to the Buyer and failure to obtain the consent could constitute a material default.

6. Notice of the sale and an opportunity to ask questions will be required with labor unions pursuant to the various collective bargaining agreements listed at Section 2.11(a)(i) of this Disclosure Schedule.

Section 2.5 Financial Statements

See attached Financial Statements.

Section 2.6 Absence of Certain Changes

(b)

1. The Company no longer provides services to Frontier Airlines at ATL.
2. On September 12, 2004, US Airways Group, Inc. and certain of its subsidiaries filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code.
3. Public reports indicate that the financial conditions of Delta Air Lines, Inc. and its subsidiaries may result in a bankruptcy proceeding.

4. The Company no longer provides ramp scrubbing services to United Air Lines, Inc. at SFO.

5. The Company no longer provides GSE fueling services to Northwest Airlines, Inc. ("Northwest") at SFO. Approximately around the end of May 2004, Northwest terminated service with the Company and switched over to Aircraft Service International Group ("ASIG"). The Company was fueling approximately 700 gallons per week of unleaded GSE fuel at cost plus a markup, and fueling 100 gallons of diesel fuel per week at cost plus a markup. The Company included this lost business assumption in the 30 June 2004 forecast and 30 September 2004 forecast. This loss is estimated to be \$9,000 per month and \$1,750 per month at the turnover and the gross margin level respectively.

6. The Company no longer provides GSE fueling services to American-Trans ~~Air~~ ATA Airlines Inc. ("ATA") at SFO. Approximately around the end of May 2004, ATA terminated service with the Company and switched over to ASIG. The Company was fueling approximately 400-500 gallons per month of GSE fuel at cost plus a markup. The Company included this lost business assumption in the 30 June 2004 forecast and 30 September 2004 forecast. This loss is estimated to be \$1,200 per month and \$250 per month at the turnover and the gross margin level respectively.

7. The Company reduced its rates for its services provided at SFO pursuant to the Agreement for Ramp Tower A Services dated as of April 1, 2000, between the Company and San Francisco Terminal Equipment Company, LLC ("SFOTEC"). The agreement stated above is currently operating on a month to month basis. The Executive Director of SFOTEC indicated that he was interested in possibly putting the contract out to bid. This contract is structured as a cost reimbursable contract with a fixed monthly management fee. Two services are provided for SFOTEC, one is ramp scrubbing and the other is tower operation. Effective 1 October 2004, the Company gave SFOTEC a 15% management fee reduction from the previous rates and the contract will continue on a month to month basis. For ramp scrubbing, the Company gave SFOTEC a slightly higher than 12% reduction in the management fee which also was effective on 1 October on a month to month term. The Company understands that the Executive Director is considering putting this contract out for bid. The tower charges were reduced from \$10,000 per month to \$8,500 per month and the scrubbing was reduced from \$5,688 per month to \$5,000 per month. These amounts are reflected in the September re-forecast.

8. The Company reduced its rates for its services provided at SLC pursuant to the Agreement for Into-Plane Fueling Services dated as of May 1, 2001, between the Company and SkyWest, Inc. ("SkyWest"). The Company was approached by SkyWest to consider a price reduction. Concerned that other competitors were soliciting SkyWest for a reduced rate from what the Company was previously charging, the Company responded to SkyWest with a rate reduction of just under 10% from the previous rated structure. The price reduction became effective 1 August 2004. This reduction in turnover is approximately \$10,000 per month based on current flight activity. Since there are no associated additional costs from this reduction, the impact to gross margin and EBITDA is a one to one relationship, thus EBITDA for SLC has been forecast to be approximately \$10,000 per month lower than the

previous rate structure. This reduced rate structure assumption was included in the 30 June 2004 forecast and the 30 September 2004 forecast.

9. See Section 2.12(b), Item 2 of this Disclosure Schedule.

10. See Section 2.15 of this Disclosure Schedule.

11. On September 29, 2004, Olen Bennett, Commodity Manager of Delta Air Lines, Inc., requested that the Company provide an across the board rate reduction of ten percent (10%) on the services performed by the Company for Delta Air Lines, Inc.

12. On October 11, 2004, the City of Atlanta informed the Company that it had not been awarded a contract for fuel storage maintenance (FC-746802, Fuel Storage Facility and South Cargo Ramp and Fueling Facilities) for which the Company had submitted a bid in response to a request for proposal. The financial impact of this change has been reflected in the September reforecast, and a reduction in gross margin of approximately \$49,000 is estimated effective as of January 1, 2005.

13. See Section 2.21, Item 2 of this Disclosure Schedule.

14. On October 26, 2004, ATA filed a voluntary petition for reorganization under Chapter 11 of the U.S. Bankruptcy Code.

(c)

1. AGI Holdings was formed on August 30, 2004, and all of the securities of AGI Holdings were issued to the Seller.

2. AGLA was incorporated on July 9, 2004, and 100 shares of common stock of AGLA were issued to the Company.

3. As a result of the internal reorganization of the Company completed on October 12, 2004, all of the issued and outstanding securities in the Company were transferred to AGI Holdings.

(d) As part of the internal reorganization of the Company completed on October 12, 2004, AGI Holdings and the Company distributed all of the equity interest in TBI Overseas (Bolivia) LLC and TBI Overseas (UK) LLC to the Seller.

(e) As part of the internal reorganization of the Company completed on October 12, 2004, the Company merged with Airport Group International, Inc. and the Operating Agreement and the certificate of formation of the Company were amended.

(f) See Section 2.6(e) of this Disclosure Schedule.

(g) See Section 2.11(a)(iv) of this Disclosure Schedule.

(i)

1. The Company settled the lawsuit titled *Mitchell, Lillie, Individually and as Administratrix &/or Executrix of the Estate of David Mitchell, Sr. Deceased v. Airport Group International, Inc.*, Case No. Civ01Vs 13477-H, in the Superior Court of Fulton County, Georgia. The Company's portion of the settlement payment was \$375,000, with insurance covering the remainder of the \$2,750,000 settlement payment. All payments due pursuant to this settlement were made in April 2004, and there are no outstanding amounts owed thereunder.

2. Pursuant to the Mutual General Release and Settlement Agreement dated May 24, 2004 (the "Settlement Agreement"), the Company settled the lawsuit titled *Airport Group International, Inc. v. US Airports Air Cargo, LLC; Anthony J. Costello; US Airports Services, Inc.; US Airports Services, L.L.C.; US Airports Development, Inc.; US Airports Development & Services, Inc. and Richard Hough*, Civil Action File No. 02-A-6358-3 in the Superior Court of Gwinnett County, Georgia. The lawsuit arose from a dispute concerning the defendants' alleged breach of non-compete and non-solicitation provisions of the Asset Purchase Agreement dated October 12, 1999 and related documents (the "USAirports Purchase Documents"). The defendants filed a counterclaim seeking outstanding amounts of earn-out payments owed to them pursuant to the terms of the USAirports Purchase Documents. The terms of the Settlement Agreement provide for the Company to pay to the defendants the sum of \$125,000 in final settlement of the claims of the Company and the counterclaims relating to payment owed to the defendants under the USAirports Purchase Documents. All payments due pursuant to the Settlement Agreement were made in May 2004, and there are no outstanding amounts owed thereunder.

(j) See Section 2.6(i) of this Disclosure Schedule.

(k) See Sections 2.6(d), (e), (f), (g) and (i) of this Disclosure Schedule.

Section 2.7 Undisclosed Liabilities

1. See Section 2.9(b)(iv), Item 7 of this Disclosure Schedule.

2. See Section 2.12 of this Disclosure Schedule.

3. See Section 2.13, Items 6, 7 and 8 of this Disclosure Schedule.

4. See Section 2.14(d), (f) and (i) of this Disclosure Schedule.

5. See Section 2.15 of this Disclosure Schedule.

6. In On October 10, 2004, a belt loader operated by an Employee of the Company at [REDACTED] al. This incident has been forwarded to the Company's insurer. [REDACTED] under the Company's insurance policy is [REDACTED] To date, no claim has been received from Independence Airlines.

7. On October 3, 2004, a Company Employee at SLC parked his fueler truck near spot #13 in anticipation of fueling an aircraft that had arrived. As he was getting out of the truck,

the aircraft started to move forward, and the right winglet contacted the truck's driver side mirror. The aircraft was being marshaled by a SkyWest employee at the time. The incident has been forwarded to the Company's insurer, but the Company does not believe that it is responsible for this incident based on the information it has at this time.

8. On October 6, 2004, a collision occurred at ~~SJC~~ between the Company's tanker truck #1 and a SkyWest maintenance truck. The tanker truck operator was turning the vehicle when the SkyWest truck was driving nearby. The right front bumper of the Company tanker contacted the rear panel/bed and tire of the SkyWest truck. This incident has been forwarded to the Company's insurer. No liability has yet been determined, but the estimated maximum liability of [REDACTED]

9. On September 29, 2004, a woman allegedly injured her hand while a passenger on a Wiki Wiki bus at ~~HNL~~. The Company was notified that she may seek counsel with respect to a possible claim. The Company has attempted to contact her in an effort to resolve the matter. To date, no claim has been made. The Company has forwarded this incident to its insurer. No determination has been made regarding the Company's liability. However, under the Company's policy, there is no deductible for bodily injury claims.

10. On June 9, 2004, an American Airlines employee at ~~ORD~~ was sprayed with jet fuel. The Company had rebuilt this failed fuel nozzle on American Airline equipment pursuant to its obligations under the Fueling System Maintenance, Operation and Management Services Agreement with the Fuel Consortium at ORD. The Company's insurer has received notice of a worker's compensation lien interest from the worker's compensation administrator for American Airlines. If the Company is determined to be at fault, the Company has complete coverage for bodily injury under its insurance policy.

11. On October 14, 2004, ~~MK Airlines~~ B747-200 crashed on takeoff from Halifax International Airport, killing all seven crew members on board. The aircraft had departed from Luxembourg earlier that day, with an intermediate stop at BDL. The Company offloaded and uploaded cargo at BDL under the supervision of an MK Aviation load master traveling with the aircraft. The incident has been forwarded to the Company's insurer, and at this time, there has not been enough information to make a determination as to the Company's responsibility. However, the Company does not believe it has any liability for this incident.

Section 2.8 Tax Matters

(a)

1. The Company has filed extensions for the filing of its state and federal Tax Returns for the fiscal year ending March 31, 2004.

2. The Company's accruals and reserves for unpaid Taxes were calculated in consultation with PriceWaterhouseCoopers. Until the Company's Tax Returns for the fiscal year ended March 31, 2004, have been filed the Company will not be able to determine whether the accruals and reserves stated on the Baseline Balance Sheet matched the amount of the Company's actual unpaid Taxes.

3. The Company is required to file periodic electronic reports with the Internal Revenue Service (the "IRS") under the ExStar program for the tracking of jet fuel. The Company has filed the requisite reports with respect to all locations except for HNL. The Company has filed the requisite reports for 2002 through August 2003 for HNL which were accepted by the IRS. The IRS has requested that additional information be submitted with respect to these HNL filings. The Company is currently complying with this request. The Company has experienced programming and technical difficulties with respect to the HNL reports from August 2003 to date. The Company is in contact with an IRS field representative in order to resolve the outstanding technical difficulties, and will file the outstanding reports once these problems are resolved.

(b)

1. On May 6, 2002, the Company received an audit notification from the IRS for the tax year ending March 31, 2000. The Company responded in writing to the IRS on May 20, 2002, requesting that the venue of the audit take place in Glendale, California Sanford, Florida where the Company's tax documents had been relocated. The audit has not yet occurred.

2. On August 30, 2004 the Company received a letter from the Orange County Assessor Office, Business Property Project, Audit Division, requesting certain information related to Company property in San Bernardino County for tax years 2001-2004. The Company responded to this request for information.

3. See Section 2.14(f) of this Disclosure Schedule.

4. On August 16, 2004, the Company received a letter from the Ohio Department of Taxation informing the Company that it was auditing the Company's Ohio Corporation Franchise Tax Report for Fiscal Year Ending 3/31/2001 and for Fiscal Year Ending 3/31/2002. The Company is currently complying with the request for additional information.

5. On July 6, 2003, the Company received a letter from the Department of Revenue for the State of North Carolina stating that its records indicated that the Company's return for 1995 had not been filed. The Company is currently complying with the letter's request for additional information.

6. On August 27, 2004, the Company received a letter from the State of Connecticut, Department of Revenue Services requesting information relating to Royalty Expenses included on the Company's Connecticut Corporation Business Tax Return for income years December 31, 1999, March 31, 2000, March 31, 2001, March 31, 2002 and March 31, 2003.

Section 2.9 Properties

(a)

1. A list of real property leaseholds follows:

Location	Lease Agreement and Amendments	Leased Facilities
ATL	<p>Lease dated January 3, 1974 between Lockheed Air Terminal and the City of Atlanta</p> <p>First Amendment to Agreement and Lease of Premises dated January 9, 1975.</p> <p>Second Amendment to Lease of Premises dated March 31, 1977.</p> <p>Third Amendment to Lease of Premises dated December 12, 1978.</p> <p>Fourth Amendment to Lease of Premises dated April 17, 1981.</p>	<p>The Company leases the N. Cargo Building and land upon which the fuel farm has been built and the following space:</p> <p>Office/employee break room area -- Ground Support/Fueling Operations.</p> <p>Cargo Bay</p> <p>Office Space</p> <p>Office Trailer Lease</p> <p>Maintenance Facility</p> <p>Consortium Facility</p> <p>Fuel Farm</p>
	<p>Sublease and Use Agreement dated June 26, 1996 by and between Delta Air Lines, Inc and Airport Group International, Inc.</p> <p>First Amendment to Sublease and Use Agreement dated June 1, 2003.</p>	<p>The Company leases five exclusive use ticketing positions and certain back office space and two non-exclusive use ticketing positions, as well as shared baggage conveyors, outbound baggage make-up space and in-bound baggage claim carousels.</p>
	<p>Temporary Space Permit (no. ATLP-30D-03-204)</p>	<p>The Company is permitted use of space on the Apron Level of Concourse D South comprising approximately 1312.31 sq. feet.</p>
CLT	<p>Charlotte/Douglas International Airport Commercial Use Permit between Lockheed Air Terminal, Inc. and City of Charlotte, NC dated December 1, 1989</p>	<p>Cargo/Maintenance (5,104 sq. ft)</p>
ORD	<p>Agreement of Sublease dated 9/1/2003 between American Airlines, Inc. and Airport Group International, Inc.</p> <p>Letter of Notice of Extension dated June 1, 2004 from AGI to AA</p>	<p>Approximately 45,775 sq. feet of ramp space.</p> <p>AGI provides notice of extension of original term for an additional 1 year extension term (8/31/2005).</p>

		Consortium Facility
LCK 2566 Jerrie Mock Ave. Columbus, Ohio 43217	Sublease Agreement dated 9/5/2002 between Franklin Community Improvement Corporation and Airport Group International, Inc.	Lease of space at 2566 Mock Avenue, Suite G, including the right to use all common area parking lots, walkways and driveways.
Glendale	Office Lease dated December 21, 1994 between Lockheed Air Terminal, Inc. and WRC Properties, Inc. Amendment to Lease dated January 8, 1996 Second Amendment to Lease dated May 31, 1996	Headquarter Lease
GUM A.B. Won Pat Int'l Airport Tamuning, Guam 96911	Space Lease (undated) between A.B. Won Pat Guam International Airport Authority and Airport Group International, Inc. (GIAA) Amendment No. 1 to Space Lease (undated) Amendment No. 2 to Space Lease (undated) Amendment No. 3 to Space Lease (undated)	Lease of approximately 548 sq. feet of office space and 1,034 sq. feet of operational space. (Yellow Cargo Bldg) Increases leased premises to include office space (Room B236.4) Amends leased premises to include office space (Room D224) Amends leased premises to reflect relinquishment of 125 sq. feet of office space (Room D-224) and 200 sq. feet of operational space (Room D-232)
	Space Lease (undated) between A.B. Won Pat Guam International Airport Authority and Airport Group International, Inc. (GIAA) Extension Option Letter dated September 15, 2003 from GIAA Extension Option Letter dated 7/26/04 sent to GIAA	Lease of approximately 4500 sq. feet of space within Air Cargo Building. Cargo warehouse space. Extension of one-year term to 12/31/04. Request to extend lease until end of 2005
	Space Lease (undated) between A.B. Won Pat	Lease of approximately 294 sq. feet of space. Maintenance space.

	Guam International Airport Authority and Airport Group International, Inc. (GIAA)	
	Special Facility Fueling System Lease and Operating Agreement dated 9/1/1978 between GIAA and Lockheed Air Terminal, Inc.	This is an initial M&O included among leases, and purports to lease 2,469 sq. feet pursuant to Exhibit C. Office space.
BDL Bradley International Airport East Granby, CT	Lease Agreement (undated)	Right to use leased cargo ramp
	Lease Agreement executed on June 16, 1989 between the State of Connecticut and Airport Systems Connecticut	Right to build and use Airport Systems Cargo Complex
	Lease Agreement executed on May 1, 2003 between the Company and Roncari Associates, Inc.	Approximately 10,189 sq. ft. of building no. E as part of the Bradley Air Cargo Facility at BDL. Also includes parking space and common use of space.
	Sublease and License Agreement (undated) agreement US Airports Hartford CT, L.P. (Landlord) and Airport Group International, Inc. (Tenant) Amendment of Sublease dated 5/1/2001 between AFCO Cargo BDL LLC and Airport Group International, Inc.	Lease of space in Building 200 and associated apron at BDL Landlord rights in contract assigned to AFCO Cargo BDL NOTE: both of these subleases are being terminated effective 12/31/04.
HNL 200 Rodgers Boulevard Honolulu International Airport Honolulu, Hawaii 96819	Revocable Permit #6139 (Rental Permit) dated 10/1/97	Lease of parking area for hydrant fueling vehicles - Space No. 518-000 (7,600 sq. feet) Notice given to Honolulu International Airport of AGI intention to terminate as of August 1, 2004
	Revocable Permit #6140 (Office Lease) dated 10/1/97	Lease of administrative office and vehicle parking. Notice given to Honolulu International Airport of AGI intention to terminate portion of this lease related to the Diamond Head

		section consisting of 1,859 sq. feet as of August 1, 2004.
	Revocable Permit #6141 dated 10/1/97	Permit/lease of property for purposes of maintenance and repair of ramp equipment and vehicles for ground handling
MDW	Chicago Midway Airport Fuel System Maintenance, Operation and Management Services Agreement dated 10/1/2001 between Midway Airlines' Terminal Consortium (MATCO) and Airport Group International, Inc.	Lease agreement is incorporated with the MDW M&O.
ONT	Lease Agreement commencing on January 1, 2001 between the City of Los Angeles and Airport Group International, Inc.	Land lease 1.7077 acres south side. Storage yard.
ONT	Lease Agreement commencing on September 1, 2000 between the City of Los Angeles and Airport Group International, Inc.	Land lease of 2.5523 acres north side - provides main fuel supply for Company from its Fuel Farm
ONT	Non-Exclusive Pipeline Right-of-Way License Agreement (undated) between the City of Los Angeles and Airport Group International, Inc.	Right of way serving AGI bulk fuel storage facility
ONT	Lease Agreement No. 213365-21 between Lockheed Air Terminal, Inc. and Mobile Modular Management Corporation	Office Trailer space - office
ONT	Speed Lease Agreement between Airport Group International and Mobile Modular Management Corporation	Office Trailer space - change room
ROC	Sub-Sublease Agreement between US Airports Hangar ROC, LLC and Airport Group International, Inc.	<p>Lease of GSE Building consisting of approximately 5,600 sq. feet.</p> <p>US Airports Hangar ROC, LLC leases property pursuant to a sublease agreement dated 2/29/1996 with US Airports Rochester, NY GP.</p> <p>Master Lease is between County of Monroe and Airport Systems dated</p>

		May 20, 1986 (as amended).
SFO	Non-airline Non-terminal Space or Use Permit of Airport Group International, Inc. at San Francisco International Airport - (Plot 3) Permit No. 3364 dated November 1, 2001 by and between City and County of San Francisco, Acting by and Through Its Airport Commission and the Company	Approximately 4,640 sq. feet comprised of 950 sq. feet of warehouse space, 2,960 sq. feet of GSE space and 730 sq. feet of office space, located in the building known as "Building 16". Incorporated with SFO M&O.
	Non-airline Non-terminal Space or Use Permit of Airport Group International, Inc. at San Francisco International Airport - (Plot 42) Permit No. 3168 dated January 1, 2002 by and between City and County of San Francisco, Acting by and Through Its Airport Commission and the Company	Approximately 16,800 sq. feet at SFO - plot 42. Incorporated with SFO M&O. Parking area.
	Agreement for Ramp Tower A Services dated April 1, 2000 between San Francisco Terminal Equipment Company, LLC and Airport Group International, Inc.	Tower space is used pursuant to this contract
SJC 1277 Airport Blvd. San Jose, CA	Lease of Airport Premises by and between City of San Jose and the Company (undated)	Approximately 474 sq. feet of upper level office space and approximately 1,590 sq. feet of hangar floor space located at 1277 Airport Blvd.
SHV	Cargo Apron Parking Agreement Shreveport Regional Airport dated 8/5/2003	42,860 sq. feet of parking space for cargo aircraft
	Office Space owned by TAC Air is occupied by the Company under no specific lease arrangement.	Office space lease

2. The Company has an oral lease agreement with Federal Express Corporation for SC-10 cargo ramp space at ORD for a monthly rental charge of \$38,000 per month.

3. See attached list of fixed assets.

4. See Section 2.10 of this Disclosure Schedule.
5. See Section 2.11(a)(iv) of this Disclosure Schedule.
6. The Company has information stored on servers owned by TBI that run the Fixed Asset Databases and Cizer.

(b)

(i) All of the ~~CRC vehicles~~ that are titled in the name of the Company are actually owned by the CRC counterparties. In ORD, the American Airlines and Continental Airlines hydrant carts that are titled in the name of the Company are owned by the airlines.

(ii)

1. See Sections 2.9(a), Items 2 and 6 of this Disclosure Schedule.
2. The Company has an ~~oral lease~~ agreement with the City of Shreveport, LA for office space at SHV for a monthly rental charge of \$400 per month.
3. The Company has an ~~oral lease~~ agreement with the City of Los Angeles for office space and storage space at LAX as consideration for the services provided under that certain Contract between the City of Los Angeles and Airport Group International, Inc., for Complete Maintenance and Repair of Mechanical Systems and Various Aircraft Support Equipment in Terminal 3 at Los Angeles International Airport dated as of June 16, 2003.

(iii) See Section 2.11(a)(iv) of this Disclosure Schedule.

(iv)

1. Substantially all of the assets used by the Company in connection with its performance of the CRC contracts at the CRC locations are beneficially owned by CRC counterparties.

2. See Sections 2.9(a), Items 1-6 of this Disclosure Schedule.
3. See Section 2.10, Item 2 and Section 2.10(a) of this Disclosure Schedule.
4. See Section 2.18(ii) of this Disclosure Schedule.
5. See attached list of leased assets.
6. See attached list of capital leases.
7. The Company does not own the buses at HNL.

- (v) See attached list of subleases.

Section 2.10 Intellectual Property

1. Trademarks:

- Airport Group International - Registration No. 2,333,940.
- AGI - Registration No. 2,548,670.
- USAirports Development & Services - Registration No. 1,790,695.

2. Other intellectual property:

- A list of software used by the Company is attached hereto.
- **The Company's Environmental Management System Manual.**
- The Company manages the website formerly known as HFFC.net for the HFFC consortium which allows members of the HFFC consortium to access their inventory levels at HNL. The domain name is in the process of being changed, and is currently inactive.
- The Company uses TBI group licenses for the use of 1 Scala server (version 2000); 1 fixed assets database server using FAS software; and 1 Sequel server serving as the back-end database for the Scala server.
- The Company uses a Microsoft Exchange 2000 server that is licensed to TBI US, Inc. The Microsoft Exchange 2000 functions as the Company's email server. See license details in Section 2.10(a), Item 2 below.
- The Company holds a server license from Cizer Software Corporation for the use of 1 Cizer Report Server and related software.
- The Company holds licenses for two Citrix servers. See license details in Section 2.10(a), Item 3 below.
- See Section 2.10(a), Item 4 of this Disclosure Schedule.
- Pursuant to the Alliance Agreement with Aviance Limited ("Aviance"), Aviance has granted the Company a non-exclusive license to use the name and logo of Aviance in some of its sales and promotional literature.
- The Company uses the tradename and service mark of TBI, plc in some of its marketing materials.

3. Website/Domain Names:

- Airportgroup.aero - Domain ID: D305138-AERO.
- Airportgroup.com - Domain name: Airportgroup.com.

4. Prior to the reorganization of the Company completed on October 12, 2004, the Company had used the following fictitious names:

- Airport Group International (NC), LLC
- Airport Group International CT, LLC
- Airport Group International (Guam), LLC

5. There is a freight forwarder in Jamaica, New York that is using the name "AGI Freight Forwarding."

(a)

1. See attached list of software used by the Company that is subject to licenses.

2. The Company uses a Microsoft Exchange 2000 server that is licensed to TBI US, Inc. The Microsoft Exchange 2000 functions as the Company's email server.

<u>Server</u>	<u>Product ID Number</u>
TBIUS12	52983-000-0000007-05951

3. The Company holds licenses for two Citrix servers. The Company holds 15 user licenses for each of the two servers. License numbers for the servers are set forth below.

<u>Server</u>	<u>License Number</u>
TBIUS36	CTX-00F0-9A11-9176-063004-F218-JC03
TBIUS18	CTX-00F0-9A11-2BFC-108818-2770-A4F1

4. The Company holds a server license from Cizer Software Corporation for the use of 1 Cizer Report Server and related software.

5. Pursuant to the Alliance Agreement with Aviance, the Company granted Aviance a non-exclusive license to use the Company's name and logo in Aviance's sales and other promotional literature for the limited purpose of describing itself as the sales agent for the Company.

(b) The Company has 153 PCs that were all purchased with valid licenses of the Windows 200 Operating System. It also uses Microsoft Office XP on these 153 computers without a license for such software.

(c) The tradename "USAirports" or a similar tradename(s) is being used in ROC, ATL and BDL by an entity affiliated with USAirports Services, Inc., USAirports Services, L.L.C. and/or Anthony J. Costello.

Section 2.11 Contracts

(a)

(i)

1. The Company and Allied Workers, Local 986, Honolulu, Hawaii have agreed to certain terms and conditions to be incorporated into a newly executed collective bargaining agreement effective and binding upon the parties from October 6, 2004 to October 5, 2007. The union has ratified the terms and conditions, but a definitive agreement has not yet been executed.

2. Agreement between Airport Group International, Inc. and the International Association of Machinists and Aerospace Workers, District Lodge 141 Atlanta, Georgia, effective June 10, 2002 through June 9, 2005. }

3. Agreement between Airport Group International, Inc. and International Association of Machinists and Aerospace Workers, District Lodge 141, Charlotte, North Carolina, effective December 15, 2003 through December 15, 2006.

4. The Company and Allied Workers, Local 996, Honolulu, Hawaii have agreed to certain terms and conditions to be incorporated into a newly executed collective bargaining agreement to be effective and binding upon the parties from July 6, 2004 to July 7, 2007. The union has ratified the terms and conditions, but a definitive agreement has not yet been executed.

5. The Company and the International Association of Machinists and Aerospace Workers, District Lodge #725, Ontario, California have agreed to a collective bargaining agreement to be effective and binding upon the parties from September 10, 2004 through September 11, 2007. The agreement has been approved by the union by a vote held on September 9, 2004.

6. Agreement between Airport Group International, Inc. and International Association of Machinists and Aerospace Workers, District Lodge #142, Chicago, Illinois effective April 15, 2004 through April 14, 2007.

7. Agreement between Airport Group International, Inc. and Guam Teamsters and Allied Workers and Airlines, Aerospace and Allied Employees, Local No. 986, Guam, M.I., effective June 16, 2002 through June 15, 2005.

8. Additional Employees in Guam have elected to be represented by Teamsters Local 986. The Company anticipates entering into negotiations towards a collective bargaining agreement within one year.

(ii)

1. [intentionally deleted]
2. Letter Agreement between the Company and Kenneth R. Edwards dated December 16, 1994.
3. Letter Agreement between the Company and Alfred Perez dated August 27, 1996.
4. Letter Agreement between the Company and William J. Evans, Jr. dated April 22, 1998.
5. Amendment to William J. Evans, Jr. Letter Agreement March 12, 2002.
6. Second Amendment to William J. Evans, Jr. Letter Agreement.
7. Letter Agreement between the Company and Thomas L. Miron dated March 23, 1999.
8. Letter Agreement between the Company and Erick W. Dickens dated May 25, 2000.
9. Letter Agreement between the Company and Donald F. Dauphin dated October 13, 2000.
10. Letter Agreement between the Company and Robert Debner dated April 2, 2001.
11. Letter Agreement between the Company and Don Grimes dated September 27, 2001.
12. Letter Agreement between the Company and Douglas W. Wahl dated October 26, 1999.
13. Letter Agreement between the Company and Ronald L. Conyers dated October 29, 2001.
14. Letter Agreement between the Company and Clayton Coffey dated July 10, 2002.

15. Letter Agreement between the Company and Denny J. Eichenbaum dated November 25, 2002.
16. Letter Agreement between the Company and Joe Kane dated February 12, 2003.
17. Employment Agreement between the Company and Dan M. Chambers dated March 6, 2003.
18. Letter Agreement between the Company and Jonathon P. Tweeddale dated May 7, 2003.
19. Employment Agreement between the Company and Harry Hoge dated May 15, 2003.
20. Letter Agreement between the Company and John R. Rausch dated June 11, 2003.
21. Employment Agreement between the Company and Daniel Malinowski dated August 8, 2003.
22. Letter Agreement between the Company and Robert E. Soon dated November 17, 2003.
23. Employment Agreement between the Company and Jeremy M. Wissing dated November 26, 2003.
24. Employment Agreement between the Company and Stacy D. Entwisle dated January 26, 2004.
25. Letter Agreement between the Company and Mark Martorana dated April 21, 2004.
26. Letter Agreement between the Company and Darryl Matthews dated May 18, 2004.
27. Letter Agreement between the Company and Joseph Lovan dated October 31, 2000.
28. Letter Agreement between the Company and Steven J. Szulc dated July 2, 2001.
29. Letter Agreement between the Company and Edward F. Cleary dated August 10, 1995.
30. Letter Agreement between LAT and Alton Miller dated October 26, 1994.

31. Letter Agreement between the Company and Ralph Eichenbaum III (not dated).
 32. Letter Agreement between the Company and William Vincent dated September 19, 1995.
 33. Letter Agreement between the Company and Barry Summey dated July 24 2002.
 34. Letter Agreement between the Company and Johnny Johnson dated May 7, 2004.
 35. Letter Agreement between the Company and Dan Nowicki dated June 29, 1999.
 36. Letter Agreement between the Company and George Williams dated May 12, 2004.
 37. Letter Agreement between the Company and Todd K. Hayes dated December 13, 2000.
 38. Letter Agreement between the Company and Benjamin Chun dated August 11, 2000.
 39. Letter Agreement between the Company and Robert Chow dated November 29, 2001.
 40. Letter Agreement between the Company and Rafael Villalta dated May 21, 2001.
 41. Letter Agreement between the Company and Andrew Olson dated May 20, 2004.
 42. Letter Agreement between the Company and Rusty S. Cole dated October 29, 2001.
 43. Letter Agreement between the Company and Elaine Broudy dated March 17, 2000.
 44. Project Consultant Agreement between Jack Skoglund and the Company dated June 1, 2004.
- (iii) See Section 2.10 of this Disclosure Schedule.
- (iv) See attached list of leased assets.

(v)

1. See Section 2.11(a)(ii), Items 4, 5, 6, 9 and 15 of this Disclosure Schedule.

2. See Section 2.11(a)(xii) of this Disclosure Schedule.

(vi)

1. See attached list of contracts.

2. See Section 2.9(a), Item 1 of this Disclosure Schedule.

3. See Section 2.11(a)(ii) and (iv) of this Disclosure Schedule.

4. From time to time, the Company will enter into undocumented agreements to provide services with existing customers. These arrangements are commonly referred to as "ad hoc" agreements, and typically provide services to a customer on a one-time or continuing basis pursuant to the terms of any prior agreement that may have been in effect between the Company and the customer.

5. The Company has an annual support agreement with Varec for the software that allows the Company to file the ExStar reports to the IRS.

(vii) See Exhibit 9.3 to the Agreement.

(viii)

1. See Schedule 2.9(a), Item 1 of this Disclosure Schedule.

2. See attached list of real property subleases.

3. The Company makes certain variable payments to the successors in interest of Les Farrar Aviation Services pursuant to an Agreement of Sale dated May 4, 1962 (as amended), related to facilities at ONT in respect of the amount of fuel pumped through the fuel system situated across the property.

(x)

1. See Section 2.11(a)(ii) of this Disclosure Schedule.

2. See Section 2.14 of this Disclosure Schedule.

3. See attached list of stay and completion bonuses.

(xi)

1. Alliance Agreement between the Company and Aviance, executed May 24, 2003.

2. Brokerage Services Agreement between the Company and Charter Brokerage Corporation, dated as of June 1, 2003.

(xii) Stock Purchase Agreement among Airport Group International, Inc. and Coast to Coast Aviation Services, Inc. and its Shareholders, dated as of November 30, 1999.

(xiii)

1. See Section 2.11(a)(xii) of this Disclosure Schedule.

2. Section 5.3.7 of the Alliance Agreement between the Company and Aviance, executed May 24, 2003, states that the Company will "not become a member of or participant in any company or organization offering ground handling services to airlines on an international or worldwide basis in competition with the aims and objectives of Aviance or the other companies which are from time to time parties to contracts with Aviance on terms similar to those contained [in the Alliance Agreement]."

(xiv) Operating Agreement of Perishables Group International JV, LLC, dated as of June 30, 1998.

(b)

1. The internal reorganization of the Company completed on October 12, 2004, resulted in breaches of the following contracts. The Company has notified each of the contract counterparties of the completion of the reorganization.

a. Fuel Storage Facility and South Cargo Ramp and Fueling Facilities Management and Operations Agreement effective as of September 1, 1998, by and between the City of Atlanta and the Company.

b. Aviation Support Services Permit of Airport Group International, Inc. dated November 1, 2002, by and between the City and County of San Francisco and the Company.

c. Non-Airline Non-Terminal Space or Use Permit of Airport Group International, Inc. at San Francisco International Airport dated November 1, 2001, by and between the City and County of San Francisco, Acting By and Through Its Airport Commission and the Company.

d. Non-Airline Non-Terminal Space or Use Permit of Airport Group International, inc. at San Francisco International Airport dated January 1, 2002, by and between

the City and County of San Francisco, Acting By and Through Its Airport Commission and the Company.

e. Lease of Airport Premises dated _____, 2003, by and between the City of San Jose and the Company.

f. See Section 2.4(e), Items 4 and 5 of this Disclosure Schedule.

g. Maintenance of Inbound Baggage handling System Service Agreement dated January 29, 2002 by and between the Guam International Airport Authority and the Company.

h. Airport Group International, Inc. Operation Agreement for Bradley International Airport (undated).

i. Sub-Sublease Agreement between US Airports Hangar ROC, LLC and the Company (undated).

2. Because a limited liability company is not permitted to hold a contractor's license in California, the Company was required to assign the Contract Between the City of Los Angeles and Airport Group International, Inc. for the Construction and Maintenance of the Terminal 6 Baggage Carousel Replacement Project at Los Angeles International Airport dated January 16, 2004 to **AGLA its Subsidiary**. This assignment was completed on October 11, 2004, without first obtaining consent of the contract counterparty, though the Company has provided prior notice of the assignment to the counterparty and has advised the counterparty that the assignment has been completed.

3. See attached accounts receivable and accounts payable agings report.

Section 2.12 Litigation

(b)

1. *Sapperstone v. Airport Group International, Inc.*, U.S. District Court, Western District of New York, Civil Docket Case #6:02-cv-06354-CJS-MWP. This is a wrongful termination action against the Company with respect to Daniel Sapperstone's termination as Managing Director - Cargo located in Rochester, NY. Plaintiff Sapperstone seeks damages in the amount of \$175,000. The case is in the discovery phase, and the Company is defending the suit. Mediation is scheduled for December 10, 2004.

2. *Ricardo Morales v. Airport Group International, Inc. et al.*, Superior Court for the State of California In the County of Los Angeles - Central District, Case No. BC308878. This suit involves several allegations of racial and age discrimination and wrongful termination with respect to the termination of Ricardo Morales as maintenance technician/plumber for the Company at the Burbank-Glendale-Pasadena Airport. The complaint seeks general, special and punitive damages plus associated fees. These amounts are not specifically set forth, however, the complaint states that Plaintiff Morales has incurred losses in

excess of \$1,000,000. The Company's insurer has filed an answer to the complaint, and is defending the suit.

3. *Guy Hall and Annette Hall v. Kone, Inc., Eugene Villamarino, Airport Group International, Inc. and Does 1-10*, Circuit Court of the First Circuit, State of Hawaii, Civil No. 03-1-001793 (EEH). This is a personal injury suit that names the Company as a defendant. Plaintiff alleges that a Wiki Wiki bus operated by the Company was forced to stop suddenly due to Defendant Krone's failure to yield. Plaintiff was injured as a result of this sudden stop and claims that his injuries were caused by the negligence of Defendant Krone and the Company (on the grounds of respondeat superior). The complaint states that the amount of general and specific damages will be shown at trial. However, the complaint states that Plaintiff Hall incurred in excess of \$10,000 in injury-related expenses. The Company has filed an answer to the amended complaint, and is defending the case.

4. *Joseph C. Pedro; Numida G. Pedro v. Pacific Water Taxi, Inc.; John Does 1-1-, John Doe Corporations 1-10; John Doe Entities 1-10*, Circuit Court of the First Circuit, State of Hawaii, Civil No. 99-0223-01. The Company is a plaintiff intervener in this matter, and has filed a motion seeking enforcement of a settlement agreement.

5. The Company has a claim in the following bankruptcy cases:

- In re: Arrow Air, Inc., United States Bankruptcy Court for the Southern District of Florida (Miami), Case No. 04-10728. The Company has a general unsecured claim against Arrow Air, Inc. for \$84,429.85.
- In re: UAL Corporation, et al., United States Bankruptcy Court for the Eastern District of Illinois, Chicago Division, Case Nos. 02-48191-02-48218. The Company has a general unsecured claim against United Airlines, Inc. in the amount of \$142,061.43.
- TWA Post Confirmation Estate, United States Bankruptcy Court for the District of Delaware, Case No. 01-00056. The Company has a general unsecured claim against TWA in the amount of \$101,000.
- In re: Vanguard Airlines, Inc., United States Bankruptcy Court for the Western District of Missouri, Case no. 02-50802. The Company has a general unsecured claim against Vanguard Airlines, Inc. in the amount of \$114,083.74. The plan of reorganization has been approved, and the Company is awaiting distribution of payments in settlement of its claim.
- In re: Pro Air, Inc., United States Bankruptcy Court for the Western District of Washington, Case No. 00-09271. The Company has a general unsecured claim against Pro Air, Inc. in the amount of \$14,000.
- In re: Kitty Hawk, Inc. et al., United States Bankruptcy Court for the Northern District of Texas (Fort Worth Division), jointly administered under Case No.

400-42141-BJH-11. The Company has general unsecured claims against Kitty Hawk, Inc., Kitty Hawk Carters, Inc. and Kitty Hawk Air Cargo, Inc. totally approximately \$187,077.91.

- The Company has a general unsecured claim in the amount of \$12,899.42 against Swissair. This bankruptcy proceeding of Swissair Group is being administered in Switzerland. More information can be obtained at www.liquidator-swissair.ch.
- In re: Atlas Air Worldwide Holdings, Inc. et al., United States Bankruptcy Court for the Southern District of Florida, Case Nos. 04-10793 and 04-10795. The Company had a general unsecured claim against Atlas Air, Inc. in the amount of \$32,393.53 and a general unsecured claim against Polar Air Cargo, Inc. in the amount of \$172,277.01.
- The Company filed a proof of claim in the amount of \$7,327.00 in the bankruptcy proceeding of Tower Air, Inc., United States Bankruptcy Court for the District of Delaware, Case No. 00-01280.
- The Company has received notification that it is listed as a creditor in the bankruptcy proceeding of Circle Rainbow, United States Bankruptcy Court for the District of Hawaii, Case No. 00-01301. The Company has not filed a proof of claim in this proceeding.

Section 2.13 Employment Matters

1. See attached list of Employees whose annual rate of compensation exceeds \$55,000 per year.
2. The employment of union employees of the Company may only be terminated for just cause pursuant to the terms of their respective collective bargaining agreements.
3. See Section 2.11(a)(ii) of this Disclosure Schedule.
4. See Section 2.12(b), Items 1 and 2 of this Disclosure Schedule.
5. Employees (including customer service representatives) have voted to organize as part of Local 986 of the International Brotherhood of Teamsters, AFL-CIO at GUM.
6. An Employee, Mr. Carter issued an EEOC notice alleging discrimination based on his sex and that he was retaliated against for opposing unlawful employment practices. Mr. Carter obtained a case dismissal and notice of rights from the EEOC on March 29, 2004. Based upon its investigation, the EEOC was unable to conclude that the information obtained establishes violations of the statutes. No finding was made as to any other issues that might be construed as having been raised by this charge. He had 90 days to file a lawsuit otherwise his

right to sue based on his charge will be lost. As of July 14 2004, nothing had been received from him.

7. Randy Mello, an Employee in HNL was terminated in or about May or June of 2004 for insubordination. The Company has offered Mr. Mello re-employment, but Mr. Mello has declined, and has indicated his desire to arbitrate. The Company is in discussions regarding this issue with the union representing Mr. Mello.

8. On June 9, 2004, a grievance was filed by Victor Perez, a Union Steward for Guam Teamsters and Allied Workers, Local 986, in Guam concerning the payment of wages for time worked on holidays. The dispute concerns the union's contention that union employees working on holidays are entitled to a full eight hours of regular wage pay plus eight hours of holiday wage pay (i.e. time and a half) for any holiday on which they work less than eight hours. The Company's historical practice had been to provide employees working less than eight hours on a holiday with a full eight hours of regular wage plus holiday wage pay for those hours actually worked. In the most recent bargaining over the collective bargaining agreement, the union negotiated for this benefit, but was not successful in obtaining such a benefit in its collective bargaining agreement.

Section 2.14 Employee Benefits

(a)

1. See attached list of Benefit Plans.
2. Airport Group International, Inc. Retiree Medical Benefit Plan.
3. The Company maintains a "Career Awards Program" that provides employees with a choice of gifts on every fifth anniversary of their employment with the Company through their fortieth anniversary of their employment.
4. MetLife employee funded life insurance program.
5. The Company maintains a Tuition Reimbursement Program, as set forth in the Company's Employee Handbook.

(c)

1. The Company contributes to the Western Conference Teamster Pension Plan Trust Fund-Southwest Area.
2. Airport Group International, Inc. Retiree Medical Benefit Plan.
3. See Section 2.14(a) of this Disclosure Schedule.

(d)

1. The Company [REDACTED], Inc. Salaried Employee Savings Plan and the TBI (US), Inc. Hourly Employee Savings Plan. The Company is currently researching the issue.

2. The Company has recently been advised that it [REDACTED] with respect to the Airport Group International, Inc. Retiree Medical Benefit Plan [REDACTED]. The Company is in the process of filing the 5500s for the Airport Group International, Inc. Retiree Medical Benefit Plan.

(e) [REDACTED]

(f) On September 10, 2004, the Company received a letter from the Pension Benefit Guaranty Board seeking information related to the recent Reportable Events to the TBI (US), Inc. Retirement Plan for certain Hourly Employees. The Company is in the process of responding to the information request.

(i) The Company has a severance policy for salaried employees that is two weeks salary plus one week salary for each full year employed after the first year.

Section 2.15 Environmental Matters

(a)(1) The Company has recently updated its SPCC Plans, SARA Title III submissions, Facility Response Plans, and provided supplemental training at various locations throughout the Company system.

(2) The Company is currently conducting an audit of its financial assurance regime for underground storage tanks to determine its compliance with financial assurance compliance.

(3) Hartsfield Atlanta International Airport

(I) The Company operates a ground service vehicle paint booth at the North Cargo tank farm. Upon review, the Company concluded that the paint booth operations were not included under the airport's Title V air permit. The Company is in the process of registering this source with the Georgia Department of Natural Resources based on the paint booth's potential to emit approximately 32 tons per year of volatile organic compounds ("VOCs"). Based on the consultant's calculations, the Company estimates that actual emissions from the paint booth, as currently operated, are less than one ton per year.

(II) In the FIS and City Tank Farm areas, the Company has retained a contractor to provide curbing to isolate storm drains from potential spills and increase drain capacity at the truck loading/unloading locations.

(III) In the North Cargo Tank Farm area, the Company has retained a contractor to provide curbing to isolate storm drains and increase drain capacity at truck

loading/unloading positions and to improve spill protection for ditches and culverts surrounding the site. The Company also is adding a liner to the containment surrounding the North Cargo Jet-A above-ground storage tanks ("ASTs").

(IV) The Company is in the process of updating its Universal Waste Program.

(V) The Company is in the process of updating its Used Oil Program.

(VI) On August 12, 2004, five gallons of oil were released from the North Cargo Tank Farm oil/water separator because the oil/water separator had overflowed due to unusually high rainfall resulting from Hurricane Charley. Four gallons of oil were recovered and one gallon discharged to a creek that traverses the Atlanta airport. The spill was contained with booms in the river. On August 12, 2004, the Company reported this release by telephone to the Airport's Department of Aviation, Environmental Programs Division, the USEPA National Response Center (Case No. 731-643) and the Georgia Department of Natural Resources (Case No. 081204-04). The Company also submitted a written Spill Report to the Airport's Department of Aviation, Environmental Programs Division. The Company has implemented additional best management practices in response to this occurrence.

(VII) On September 29, 2004, the Georgia Environmental Protection Division ("EPD") inspected all three fuel farms at the airport. The Georgia EPD told the Company that the inspection was the result of an anonymous call to the agency that there had been a large fuel spill at the airport. The agency orally informed the Company that the facilities were in good order, but requested a written summary of the event described in Section 2.15(a), Item (3)(VI) of this Disclosure Schedule. The Company will provide a letter to Georgia EPD.

(4) A.B. Won Pat Guam International Airport (Guam)

(I) The 420,000 gallon Jet-A ASTs require a "Minor Source" Operating Permit. There are no controls required for this source. The Company is submitting a permit application to the Guam Environmental Protection Agency.

(5) Honolulu International Airport

(I) The Sand Island Facility tank farm does not have a liner and depth to groundwater in the area is shallow. The Sand Island Tank Farm is owned by HFFC. The Company has identified this situation to the HFFC Fuel Committee for the last two years. To date, HFFC has not allocated funds to address this situation.

(II) The Company has addressed the requirements of a USEPA Notice of Violation issued to the Honolulu Wiki Wiki station and USEPA comments made during a series of inspections of the facility. After discussions with USEPA representatives, the Company completed changes to the secondary containment structures, and documented those changes in the updated Spill Prevention, Containment and Countermeasure ("SPCC") Plan. A letter notifying USEPA that all issues have been resolved was transmitted to the agency on or about September 13, 2004.

(III) USEPA is investigating Honolulu International Airport for potential violations of the airport's National Pollutant Discharge Elimination System ("NPDES") permit and SPCC Plan responsibilities. The Company believes it has addressed any potential issues regarding NPDES and SPCC requirements related to both its HFFC and Wiki Wiki operations.

(6) Ontario International Airport (Ontario, CA)

(I) The Company's Annual Emission Reports ("AERs") for air emissions for reporting years 2001-2002 and 2002-2003 have recently been submitted to the State. In 2001-2002, the Company's emissions did not exceed the fee threshold. In 2002-2003, the Company did exceed the fee threshold and was required to submit a fee for its Benzene emissions. Because the 2002-2003 AER was late, the Company was required to pay a \$5.67 fee, including the late fee.

(II) On April 15, 2004, the City of Ontario conducted a Stormwater Program inspection of the Company operations and issued a Notice of Correction. This notice identified the following required corrections: i) waste containment structure must be able to contain one-hundred percent of the stored liquid, ii) engines stored on pallets required spill containment or drip pans, and iii) oil leak from a truck required cleanup. The Company has retained a contractor to install the recommended waste containment structure. Commencement of that work is awaiting airport authority approval. The remaining issues have been corrected.

(7) O'Hare International Airport (Chicago, IL)

(I) Two tanker trucks have been used to store downgraded Jet-A fuel. The Chicago Fire Department has requested that a permanent storage facility be built. The consortium has approved funding for such a facility. The Company anticipates construction commencement in Spring 2005.

(II) The Company's NPDES permit is currently on administrative extension pending approval of a permit renewal application submitted November 2000. The Company is submitting a permit modification application (which will supercede the November 2000 renewal application) which will eliminate truck wash water discharge from the permit. The Company has ceased discharging truck wash water to the stormwater drainage system. The permit modification will include daily sumpwater discharges from the hydrant vaults on the airport ramp.

(III) A September 2003 annual cathodic protection inspection report provided recommendations to correct observed deficiencies in the cathodic protection for the airport UST/hydrant system. The Company has implemented all of those recommendations. The Company is replacing the anode bed under one of the USTs. The Office of the State Fire Marshall ("OSFM") performed a full UST inspection in spring 2004. The inspection report demonstrated that all requirements were being met to the satisfaction of the OSFM, the agency with direct regulatory oversight of corrosion protection at this facility.

(IV) On August 31, 2004, USEPA sent the Company a review of the Company's Facility Response Plan. The Company is currently updating its Facility Response Plan to address USEPA's findings. The Company is providing the agency with an updated plan.

(8) Salt Lake City International Airport

(I) API 653 inspections of the Jet-A Fuel ASTs on behalf of the consortium have not been completed. The Company recently obtained funding from the fuel consortium to conduct those inspections. Regular inspections by the Company employees in accordance with its SPCC plan using that ATA 103 form have identified no leaks or other concerns related to those ASTs.

(b)(1) See Section 2.15(a), Items (3)(VII), (5)(II), 5(III), (6)(II), and (7)(IV) of this Disclosure Schedule.

(2) The Company has received claims from the City and County of San Francisco regarding alleged cleanup liability at San Francisco International Airport related to historical operations of Lockheed Air Terminal ("LAT"). These claims are part of a comprehensive set of claims made against most, if not all, current and historical airport tenants. The LAT operations giving rise to these claims are understood to have occurred sometime between 1959 and 1987. In 1997, The City and County of San Francisco asserted a claim against the Company for alleged "Phase 1" costs; that claim was tendered to, accepted by, and paid by Lockheed. In 2001, the City and County of San Francisco asserted a second claim against the Company for alleged "Phase 2" costs, all related to the same alleged LAT historical operations. That claim also was tendered to Lockheed, accepted with reservations by Lockheed, and will be paid by Lockheed. In the Spring of 2004, the City and County of San Francisco notified the Company that it is seeking to settle a final and comprehensive claim for all future environmental cleanup costs. Again, those alleged costs relate to historical LAT operations. Lockheed has informed the Company that the City and County's claim against the Company valued at approximately \$4 million. Lockheed has reserved on its indemnity obligations. The Company and Lockheed currently are in discussions regarding this matter.

(3) See Section 2.15(d) of this Disclosure Schedule.

(c)(1) **Ontario, California:** The Company owns five underground storage tanks ("USTs"), that are an integral part of the aircraft fuel delivery system. The Company performed remedial activities at the site from 1991 until 1997, at which time the site was formally closed with the regulatory oversight agency, with minor residual contamination identified in the soils underlying the USTs. When the USTs are eventually removed from the ground, it is likely that the Company will be required to investigate the residual contamination, potentially perform additional remedial activities, and re-apply for site closure. A reserve fund of approximately \$180,000 is maintained by the Company for the purpose of addressing costs associated with these future activities.

(2) The Company is acting as contractor for fuel consortiums in remedial activities at the following sites:

(I) **Pier 51A, Honolulu:** A release of jet fuel underneath the tanker ship unloading dock in Honolulu, Hawaii, is being monitored as the plume biologically degrades. The monitoring period required by the regulatory oversight agency has been matched, and a closure request will be made on behalf of the consortium in the near future. The Company has not been implemented as a responsible party for this action, and all costs are being borne by the consortium.

(II) **Sand Island, Honolulu, Hawaii:** A release of jet fuel underneath the Sand Island bulk fuel terminal in Honolulu, Hawaii, is being monitored as the plume biologically degrades. The monitoring period required by the regulatory oversight agency will be completed in three years, at which point a closure request will be made on behalf of the consortium in the near future. The Company has not been implemented as a responsible party for this action, and all costs are being borne by the consortium.

(III) **Plant 1-4, Honolulu, Hawaii:** A release of jet fuel underneath the Plant 1-4 bulk fuel terminal in Honolulu, Hawaii, is being recovered by the Company personnel under the direction of an environmental consultant. The remediation is expected to continue for several years. The Company has not been implemented as a responsible party for this action, and all costs are being borne by the consortium.

(IV) **Salt Lake City, Utah:** A plume of jet fuel underneath the bulk storage facility has undergone extensive remediation, and all contamination attributable to operation of the tank farm is at or below closure standards for the state of Utah. However, the state will not close the site until the co-mingled plume from the neighboring property is fully remediated.

(V) **Ontario, California:** The Company is aware of a concrete-capped underground vault or well located on the Company leasehold that rumors say was used during the World War II era to store hazardous substances, including radium paint used to paint the dials on military aircraft. The owner of the property, Los Angeles World Airports, is aware of this feature and has reportedly conducted an investigation of the location. The Company is aware of no relationship, current or historical, to the underground vault and has received no notice that any party believes the Company has any responsibility for the vault.

(3) See Section 2.15(b), Item (2) of this Disclosure Schedule.

(d) In May 2004, the Company received notice that the State of New York has filed suit against over 150 parties to recover CERCLA response costs the State alleges it has incurred to close and remediate the Babylon Landfill Site located in the Town of Babylon, Suffolk County, New York. While the Company is not a party to that action, the named defendants in that action have formed a potentially responsible party ("PRP") group that is identifying, and seeking contribution from, additional parties, including a number of companies that operated historically at Republic Airport on Long Island. Among those historical operators was LAT. The PRP group is seeking to recover response costs from the Company as an alleged successor to LAT. The Company never operated at Republic Airport. Discussions with the PRP group have been inconclusive to date.

(e)(1) The Company engages in the management of large fuel farms at a number of airports. The Company's operations involve management of millions of gallons of fuel each year moving through thousands of feet of piping and tankage.

(2) Hartsfield Atlanta International Airport

(I) See Section 2.15(a), Item (3)(VI) of this Disclosure Schedule.

(II) In June 2001, a release of 3,000 to 3,500 gallons of Jet-A fuel occurred when a grass cutter hit a pipeline valve. The Company had no financial responsibility in this release and that other parties took the lead and assumed the financial responsibility for conducting the cleanup.

(III) In March 1998, a broken driveshaft punctured a tanker truck releasing approximately 7,000 gallons of jet fuel. The Company responded to the release in coordination with state, local, and federal agencies. The Company did pay a penalty to USEPA, Region 4 related to the release.

(IV) On March 15, 2000, oil was released into Mud Creek. In September 2002, the Company entered into a Consent Agreement with USEPA, Region 4 and agreed to pay a fine for that release and a similar March 27, 1998 release.

(3) Charlotte Douglas International Airport

(I) A Comprehensive Site Assessment conducted in 2003 in the vicinity of two former USTs identified soil contamination (estimated at 3,000 cubic yards), groundwater contamination, and the presence of free product (over 9 feet in one well). Free product removal was recommended. The City of Charlotte was the owner and operator of the USTs and has accepted responsibility for the investigation and cleanup associated with this contamination.

(4) Honolulu International Airport

(I) In June 2001, approximately 7,000 gallons of Jet-A fuel was spilled on the ramp when a fueling cart filter vessel ruptured. The spill entered the stormwater systems, but was controlled and cleaned up by the Company in conjunction with the airport spill response unit. The United States Coast Guard advised on the cleanup.

(II) In April 2002, a pressure relief valve malfunctioned causing a release of approximately 2,200 gallons of Jet-A fuel at the Sand Island terminal. The release was contained and cleaned up. The Hawaii Department of Health concurred with the Company's conclusion that the release caused no measurable increase in the existing groundwater plume at the Sand Island terminal. No further action was required with regard to this release.

(III) In March 2002, an airport contractor accidentally punctured a fuel line resulting in the release of 50 gallons of Jet-A fuel. The Company bore no responsibility for the release of fuel. Proper authorities were notified. The contractor bore the expenses of the cleanup.

and reimbursed the Company for the Company's initial response costs. At the conclusion of the contractor's cleanup, no further action was required.

(5) O'Hare International Airport (Chicago, IL)

(I) In Summer 2003, during ramp replacement construction work at the airport, an airport contractor accidentally broke the head off of two valves on the airport jet fuel hydrant system, resulting in a release of Jet-A fuel on the ramp. Those releases were contained on the ramp and cleaned up. The Company bore no responsibility or liability for those releases.

(6) Salt Lake City International Airport

(I) In September 2002, during a heavy rain event, Jet-A fuel escaped an oil/water separator that is part of the airport drainage system and entered the sanitary sewer line as a result of a system-wide backup of the municipal sanitary sewer system. The fuel was contained in the sanitary sewer system and there was no release to the environment. The fuel consortium subsequently upgraded the facility to prevent future similar events.

Section 2.16 Legal Compliance

1. See Section 2.12 of this Disclosure Schedule.
2. See Section 2.14(d), Item 2 of this Disclosure Schedule.
3. See Section 2.15 of this Disclosure Schedule.
4. See Section 2.17(a) of this Disclosure Schedule.

Section 2.17 Permits

1. See attached list.
 2. See Section 2.4(b), Item 1 of this Disclosure Schedule.
- (a)
1. See Section 2.4(b), Item 1 of this Disclosure Schedule.
 2. See Section 2.15 of this Disclosure Schedule.

Section 2.18 Business Relationships with Affiliates

(a) Periodically, the Company acquires equipment that is sourced to the Company by Denny Eichenbaum.

(b)

1. Substantially all of the assets used by the Company to perform airport services at Orlando Sanford International Airport are owned by Orlando Sanford International, Inc., and used by the Company pursuant to a Standard Ground Handling Agreement executed on October 13, 2004.

2. See Section 2.10 of this Disclosure Schedule.

Section 2.19 Brokers' Fees

A fee to Fieldstone Aviation LLC is due at Closing which will be paid by the Seller or one of its Affiliates other than the Company or the Subsidiaries.

Section 2.20 Accounts Receivable

1. An outstanding receivable in the amount of approximately \$408,000 is owed by Evergreen Airlines relating to certain parking fees. Evergreen Airlines has disputed these charges. These charges were incurred pursuant to a CRC contract the Company services at ATL. This receivable is on the Company's book as the agent for the City of Atlanta. If the Company collects a reduced amount on this receivable, there will be a corresponding reduction in the Company's payables to the City of Atlanta.

2. An outstanding receivable in the amount of approximately \$162,000 is owed by U.S. Airports relating to certain parking fees. U.S. Airports has disputed these charges. These charges were incurred pursuant to a CRC contract the Company services at ATL. This receivable is on the Company's book as the agent for the City of Atlanta. If the Company collects a reduced amount on this receivable, there will be a corresponding reduction in the Company's payables to the City of Atlanta.

Section 2.21 Customers and Suppliers

(a) Top Ten Customers and dollar amount from August 1, 2003 - July 31, 2004:

1. Los Angeles World Airports (\$4,740,984.02)
2. State of Hawaii (\$4,576,248.23)
3. US Airways, Inc. (\$2,706,861.26)
4. Orlando Sanford International Airport (\$1,588,682.14)
5. Delta Air Lines, Inc. (\$1,569,820.46)
6. United Parcel Service, Inc. (\$1,568,150.86)
7. Continental Airlines, Inc. (\$1,380,774.48)
8. SkyWest, Inc. (\$1,336,017.35)
9. Korean Air Lines (\$1,248,618.88)
10. American Airlines, Inc. (\$1,194,075.57)

(b) Top Ten Suppliers and dollar amount from August 1, 2003 - July 31, 2004:

1. Poling & Bacon Construction Co., Inc. (\$666,539.28)
2. Redwood Oil Company (\$496,966.04)
3. Southern Counties Oil Co. (\$300,758.50)
4. Tesoro Hawaii Corporation (\$270,390.80)
5. Victory Ground Support (\$266,793.56)
6. Four-A-Electric, Inc. (\$252,437.63)
7. Roberts & Co. (\$219,358.00)
8. Chevron Products Company (\$201,147.14)
9. Seyfarth Shaw (\$181,448.24)
10. Aramark Uniform Services, Inc. (\$167,027.20)

1. See Section 2.6(b), Item 12 of this Disclosure Schedule.

2. Trans Mediterranean Airways ("TMA") has notified Orlando Sanford International Airport that commencing December 1, 2004, TMA will begin to fly international routes from the airport. Swissport has a contractual right to be the sole ground handler for all international service out of the airport. TMA has advised that it only wants a single groundhandler. Accordingly, the ground handling for TMA will be moved from the Company to Swissport, resulting in an approximately 45% decrease in the revenue of the Company from Orlando Sanford International on a going forward basis.

Section 2.23 Insurance

See attached list.

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EXECUTED ORIGINAL

*With agreed
revisions*

OFFICE LEASE

330 NORTH BRAND BOULEVARD

WRC PROPERTIES, INC., A Delaware Corporation

as Landlord,

and

LOCKHEED AIR TERMINAL, INC., a Delaware corporation

as Tenant.

330 NORTH BRAND BOULEVARD
[Lockheed Air Terminal, Inc.]

State of California

Department of Public Works

Division of Aeronautics

AIRPORT PERMIT

This certifies that the HOLLYWOOD-BURBANK Airport
owned by LOCKHEED AIR TERMINAL, INC and
operated by LOCKHEED AIR TERMINAL, INC and
located at 34°11'59.9" latitude and 118°21'28" longitude,
has received site approval No. 19-10, dated September 30, 1949

Operation of a Trunk class airport is hereby authorized under this permit,
pursuant to the laws of the State of California and the rules and regulations of the
Division of Aeronautics with the CONDITIONS stated on the reverse of this permit.

Re - Issued this 28th day of August 19 67

CALIFORNIA DIVISION OF AERONAUTICS

By Clifford V. Barnett
CLIFFORD V. BARNETT
Director of Aeronautics

Approved W. W. B. B. B.
W. W. B. B. B.
Assistant Director



AIRPORT PURCHASE AGREEMENT

As Of

March 30, 1978

Between

HOLLYWOOD-BURBANK AIRPORT AUTHORITY

and

LOCKHEED AIR TERMINAL, INC.

AIRPORT PURCHASE AGREEMENT

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EXHIBITS

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AIRPORT PURCHASE AGREEMENT

THIS AIRPORT PURCHASE AGREEMENT ("Agreement") is dated as of the 30th day of March, 1978, by and between the HOLLYWOOD-BURBANK AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California joint exercise of powers act ("Authority"), and LOCKHEED AIR TERMINAL, INC., a Delaware corporation ("LAT"), a wholly-owned subsidiary of Lockheed Corporation, a California corporation ("Lockheed").

R E C I T A L S:

A. LAT owns certain land located primarily within the boundaries of the City of Burbank and partially within the boundaries of the City of Los Angeles in the County of Los Angeles, State of California. The land, containing approximately 435.5 acres net, together with the buildings, structures and other improvements thereon, has been developed and is being operated by LAT as the Hollywood-Burbank Airport (the "Airport"), an airport within the national and state transportation systems.

B. The Cities of Burbank, Glendale and Pasadena have formed Authority for the purpose of acquisition, operation, improvement, repair, maintenance and administration of the Airport. The purchase price for the Airport has been agreed upon as \$51,000,000. Authority intends to finance that acquisition in part by federal grant funds. In connection therewith, Authority filed an application with the Federal Aviation Administration (the "FAA") for federal funding assistance under the provisions of the Airport and Airway Development Act of 1970, as amended, Pub. L. 91-258, 84 Stat. 219, 49 U.S.C. §§1701 et seq. The federal funds expected to be granted to Authority pursuant to said Airport and Airway Development Act of 1970 under the Airport Development and Aid Program in the aggregate amount of \$35,281,227 for acquisition of the Airport are hereinafter referred to as the "ADAP Funds". In order to secure the ADAP Funds, Authority must enter into one or more grant agreements with the FAA (the "Grant Agreements"). Authority intends to finance that portion of the purchase price of the Airport not covered by ADAP Funds with a portion of the proceeds from the sale of revenue bonds to be issued simultaneously with the purchase of the Airport (the "Revenue Bonds").

C. As described in more detail in Section 2.1 of this Agreement, the Secretary of Transportation has approved Federal funding assistance to Authority in the amount of \$35,488,764 as stated in the Secretary's decision, of which \$35,281,227 is allocated for acquisition of the Airport. The parties would not enter into this Agreement if Authority did not have the assurance of such funding assistance. LAT's participation in this Agreement is premised on the ability of Authority to pay the full purchase price, and that ability arises principally from the funding commitment made by the Secretary of Transportation.

NOW, THEREFORE, the parties hereto, in reliance upon the commitment by the Secretary of Transportation, the foregoing recitals and the representations and warranties set forth in this Agreement, and in consideration of the mutual agreements and covenants set forth in this Agreement, do hereby agree as follows:

1. TRANSFER OF ASSETS

1.1 Sale and Acquisition of Airport Properties.

LAT agrees to sell, convey, assign and transfer to Authority and Authority agrees to purchase from LAT, on the terms and

conditions and for the price set forth herein, the following property:

(a) Real Property. A fee simple estate in and to that certain real property located primarily in the City of Burbank and partially in the City of Los Angeles, County of Los Angeles, State of California, commonly known as the Hollywood-Burbank Airport and more particularly described in that certain preliminary title report (the "Title Report"), issued by Title Insurance and Trust Company, Report No. 7589415, revised as of March 13, 1978, a copy of which is attached hereto as Exhibit A, together with all buildings, structures, and other improvements thereon including, but not limited to, those described in Exhibit B hereto, and all appurtenances thereto (such real property, improvements and appurtenances are hereinafter collectively referred to as the "Real Property");

(b) Easements and Rights. All of LAT's right, title and interest in and to all easements and other rights (collectively, the "Easements") over, in and to property owned by others and which benefit the Real Property or otherwise pertain to the operation of

the Airport and the Airport Properties, including those Easements described in Exhibits A and C hereto;

(c) Equipment. That certain personal property and equipment (the "Equipment") described in Exhibit D hereto;

(d) Airport Leases. LAT's interest in and to those certain leases, licenses and other agreements (the "Airport Leases") described in Exhibit E hereto; and

(e) Operating Permit. LAT's interest in and to the California Aeronautical Permit relating to the Airport (the "Operating Permit").

1.2 Definition of Airport Properties. The Real Property, the Easements, the Equipment, the Airport Leases and the Operating Permit are herein collectively referred to as the "Airport Properties." Transfer of title to all or a portion of the Airport Properties shall be made by LAT to the City of Burbank for immediate conveyance to Authority if requested by Authority no later than fifteen (15) business days prior to Close of Escrow.

2. GRANT AGREEMENTS

2.1 Decision of the Secretary of Transportation.

The Secretary of Transportation, on October 4, 1977, decided that Hollywood-Burbank Airport should be operated as a public transportation facility and approved Federal funding assistance to the Authority in the amount of \$35,281,227 to acquire the Airport. On October 4, 1977, Authority accepted Grant Agreement DOT-FA78-WE 4484, which contains a grant from the United States to Authority of \$1 million. The parties hereto understand that the United States, acting through the Department of Transportation and the FAA, plans to make additional grants during its current fiscal year and the following two fiscal years ending on September 30, 1980, in yearly increments of approximately \$11.5 million.

2.2 Order of Payments Under the Grant Agreement.

Payment by the FAA to Authority of the ADAP Funds for the Federal 1977-1978 fiscal year are to be made upon conveyance of title to the Airport Properties to Authority at the Close of Escrow. Payments by the FAA to Authority for Federal fiscal years 1978-1979 and 1979-1980 are expected to be made on October 1, 1978 and October 1, 1979, respectively.

2.3 Maintenance of Grant Agreements. After the Close of Escrow, Authority shall operate the Airport Properties or cause the Airport Properties to be operated as an airport and shall observe and perform all of its obligations under the Grant Agreements so as to prevent any default thereunder by Authority.

3. PURCHASE PRICE

3.1 Amount of Purchase Price. The aggregate purchase price for the Airport Properties shall be FIFTY ONE MILLION DOLLARS (\$51,000,000) (the "Purchase Price") to be paid in the manner set forth in Sections 3.2 through 3.4 below. In no event shall any of the cities of Burbank, Glendale and Pasadena, California, have any liability for payment of any portion of the Purchase Price. All payments shall be in cash in lawful currency of the United States of America.

3.2 Payment of Proceeds From Revenue Bonds at Close of Escrow. The sum of \$15,718,773 from the net proceeds to be derived from the sale of the Revenue Bonds, shall be paid by Authority to LAT at the Close of Escrow.

3.3 Payment of ADAP Funds After Close of Escrow.

At the Close of Escrow, Authority shall certify to the Regional Administrator of the FAA that legal title to the Airport Properties has passed to Authority, take all other actions required of Authority to effect release of at least \$12.5 million of the ADAP Funds obligated for the Federal 1977-1978 fiscal year, and use its best efforts to cause the prompt delivery of such funds. Said funds shall be paid to LAT, without interest, immediately upon receipt by Authority. Authority hereby sets over, transfers and assigns to Crocker National Bank, San Francisco Main Office, for LAT's benefit, all right, title and interest to such payment. Receipt of such payment by Crocker National Bank shall be deemed to be payment by Authority to LAT.

3.4 Payment of Balance.

(a) The balance of the Purchase Price shall be payable in the first instance from ADAP Funds obligated under additional Grant Agreements. Authority shall use its best efforts to secure grants for Federal fiscal years 1978-1979 and 1979-1980, each in the amount of approximately \$11.5 million, to be made on October 1, 1978 and October 1, 1979, respectively. If either grant or any portion thereof

shall not have been received by Authority by such dates, Authority shall continue thereafter to use its best efforts, at all future times: (1) to effect payment of such grants or to obtain grants in an amount equal to the full unpaid balance of the Purchase Price; and (2) to obtain with all due diligence the funds necessary to pay this obligation from all other possible sources including, but not limited to, the sale of additional revenue bonds and grants from appropriate state or federal agencies, but Authority shall not be required to take any action inconsistent with operation of the Airport Properties in a reasonably prudent manner or inconsistent with its covenants in favor of the holders of the Revenue Bonds. Within one day of its receipt of any such grant payment or such funds from other sources, Authority shall pay all of such funds to LAT to be applied against the balance of the Purchase Price. Authority hereby sets over, transfers and assigns to Crocker National Bank, San Francisco Main Office, for LAT's benefit, all right, title and interest to each such payment. Receipt of each such payment by Crocker National Bank shall be deemed to be payment by Authority to LAT.

(b) If the Purchase Price shall not have been paid in full by Authority prior to October 1, 1980, Authority

promises to pay to LAT the full unpaid balance of the Purchase Price not theretofore paid and interest, as follows:

(i) Interest shall accrue on the unpaid balance of the Purchase Price commencing on October 1, 1980 and continuing until the Purchase Price is paid in full, at the lesser of (i) the same rate as the net interest cost originally calculated on the Revenue Bonds, or (ii) six percent (6%) per annum. Said interest shall be payable by Authority to LAT on the last day of December, March, June and September of each year commencing with the first payment to LAT on December 31, 1980, but only to the extent that Revenues (as such term is defined in the resolution of the Authority providing for the issuance of the Revenue Bonds) are available therefor pursuant to the terms of said resolution. Authority shall establish and collect rates and charges from users of the Airport Properties in an amount necessary to assure that sufficient Revenues are available for payment of said interest. Interest which becomes due during any twelve month period ending September 30 and which remains unpaid following that date shall thereafter bear

interest at the same rate as principal and shall continue thereafter to be immediately due and payable to LAT.

(ii) The balance of the Purchase Price along with all accrued but unpaid interest thereon, if any, shall be due and payable on September 30, 2008; provided, however, that Authority shall pay the full amount due to LAT at an earlier date if Authority obtains the necessary funds through its exercise of best efforts as required by Section 3.4(a).

(iii) In the event Authority fails to pay interest when due, LAT's rights and remedies hereunder and at law and in equity shall not include the right to accelerate the due date of the balance of the Purchase Price. Authority shall have the right at all times to prepay any amount due to LAT in advance of the due date of such payment without payment of any prepayment premium or bonus to LAT.

3.5 Covenants by Authority.

(a) In order to aid in implementation of the promises and undertakings made in Section 3.4 by Authority, Authority agrees that it shall not, between the date hereof and the time of the payment of the balance of the Purchase Price to LAT:

(1) without the prior written consent of LAT, which consent shall be the subject of LAT's discretion and may or may not be given, as LAT sees fit:

(A) adopt any ordinance or resolution or make any undertaking or enter into any agreement or take any other action which restrict its legal authority to issue revenue bonds;

(B) take any action or incur any indebtedness which would in any way invalidate its undertakings in Section 3.4 or its performance thereunder or make such performance impossible, illegal, invalid or unenforceable; or

(C) encumber or allow or suffer the encumbrance of any of the Airport Properties in any manner; or

(2) without the prior written consent of LAT, which consent shall not be unreasonably withheld:

(A) enter into or allow any amendment or modification of any document relating to the Revenue Bonds after final approval thereof by LAT as hereinafter provided; or

(B) enter into or allow any amendment or modification of any provision contained in the Airline Use Agreements (described in Section 10.11 below) which relates to or affects Authority's obligations under Section 3.4 hereof after final approval thereof by LAT as hereinafter provided.

(b) LAT hereby approves and consents to the following matters and actions as not being in violation of any of the foregoing commitments:

(1) all obligations and undertakings of Authority contained in the documents relating to and made at or prior to the original issuance of the Revenue Bonds and all actions of Authority required for performance thereof;

(2) all obligations and indebtedness incurred by Authority after the Close of Escrow in the ordinary course of business in connection with operation, administration, repair and maintenance of the Airport and the Airport Properties;

(3) all liens, claims, encumbrances, leases, easements and licenses affecting the Airport Properties existing at the Close of Escrow, or incurred or entered into by Authority in the ordinary course of business subsequent to the Close of Escrow so long as no such lien, claim, encumbrance, lease, easement or license arising after Close of Escrow restricts Authority's legal authority to issue revenue bonds.

(4) all undertakings by Authority in the Grant Agreement with the FAA identified as DOT-FA78-WE4484 and any other Grant Agreement entered into prior to the Close of Escrow provided that LAT has given its written approval thereto prior to the Close of Escrow; and

(5) all future issuances of revenue bonds and other forms of indebtedness by Authority, provided that each such issuance is necessary to provide funds required for continued operation and maintenance of the Airport in a reasonably prudent manner or to provide funds required to fulfill Authority's obligations and undertakings in connection with the Revenue Bonds. All other future issuances of revenue bonds and other forms of indebtedness by Authority shall require the prior written consent of LAT, which consent shall not be unreasonably withheld.

(c) No provision of any document described in Section 12.3 hereof or attached hereto as Exhibits J through N shall in any way modify or limit any of the provisions of Section 3. In the event of any conflict

between the provisions of Section 3 and the provisions of such documents, the provisions of Section 3 shall be controlling.

4. ESCROW.

4.1 Escrow Holder. Within ten business days after the date hereof, the parties shall open an appropriate escrow with Title Insurance and Trust Company ("Escrow Holder") at its office at 700 Wilshire Boulevard, Los Angeles, California 90017, to effect transfer of title to the Airport Properties to Authority.

4.2 Escrow Instructions. Upon opening of escrow each party shall deposit with Escrow Holder duly executed escrow instructions (the "Escrow Instructions") in the form attached hereto as Exhibit F. In the event Escrow Holder requires any change in the Escrow Instructions which is inconsistent with the terms of this Agreement, the provisions of this Agreement will be controlling as between the parties hereto.

4.3 Close of Escrow. The closing of the transaction covered by this Agreement shall be held at the office

of Escrow Holder and shall take place simultaneously with delivery of the Revenue Bonds by Authority and receipt by Authority of the proceeds from the sale of such Revenue Bonds. Such time of closing is referred to in this Agreement as the "Close of Escrow." The Close of Escrow is expected to occur at 8:00 a.m. on June 15, 1978. If the closing does not occur by 8:00 a.m. on June 30, 1978, this Agreement, the escrow and all rights and obligations of the parties hereto may be cancelled and terminated by either Authority or LAT upon giving ten (10) days advance written notice to Escrow Holder and to the other party hereto.

5. TITLE INSURANCE AND SURVEY

5.1 Policy of Title Insurance. Authority's title to the Real Property shall be insured by an ALTA Owner's policy of title insurance issued by Escrow Holder, containing such indorsements as may be reasonably requested by Authority, with liability in the amount of the Purchase Price showing fee title to the Real Property vested in Authority subject only to:

(a) Taxes. Non-delinquent general and special city and county taxes for the fiscal year 1977-78 and special assessments, if any;

(b) Title Report Exceptions. The liens, encumbrances, leases, licenses, easements, rights-of-way, covenants, conditions and restrictions and other exceptions described in the Title Report attached hereto as Exhibit A, except those exceptions disapproved by Authority as shown on Exhibit A-1 hereto;

(c) Date Down Exceptions. Such other matters of record as shall have been shown on a date down of the Title Report and approved by Authority in accordance with Section 5.2 below.

5.2 Date Downs of Title Report. From time to time after the opening of escrow, LAT shall provide Authority with a reasonable number of date downs to the Title Report issued by Escrow Holder. Authority shall have the right to disapprove exceptions shown on said date downs which have not been previously accepted pursuant to clauses (a) and (b) of Section 5.1 above. Within ten (10) business days after receipt of each date down and copies of all documents of record noted as exceptions therein, Authority shall notify LAT in writing of any unacceptable exceptions in said date down so that LAT may endeavor to secure the removal thereof. Failure of Authority to disapprove in writing any new

exception shown on any date down within said ten (10) business days shall be deemed approval of such new exception. LAT shall have until ten (10) business days prior to the Close of Escrow to secure removal of any exception disapproved by Authority, except that (1) disapproved exceptions which may be removed solely by the payment of money by LAT may be removed by payment through escrow, and (2) LAT's failure to remove exception 40 and the exceptions described in paragraph 2 of Exhibit A-1 hereto shall not affect Authority's obligation to perform this Agreement.

5.3 Survey. Authority and LAT have approved a survey of the Real Property by Pafford & Associates dated July 15, 1977 (revised to August 18, 1977). Authority and LAT have received a revised survey certified as of March 22, 1978, which has been prepared for use with the ALTA policy of title insurance to be received by Authority at Close of Escrow.

6. REPRESENTATIONS AND WARRANTIES OF LAT

LAT hereby represents and warrants to Authority that except as set forth in Exhibit G hereto:

6.1 Organization, Standing, and Qualification.

LAT and Lockheed are corporations duly organized, validly existing and in good standing under the laws of the States of Delaware and California, respectively, and have the full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. LAT is duly qualified to do business in and is in good standing in the State of California.

6.2 Agreement Will Not Cause Violation or Breach.

The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby will not, violate any provision of LAT's or Lockheed's Articles of Incorporation or By-Laws, or any provision of any law, regulation, mortgage, lien, lease, agreement, instrument, court or governmental order, arbitration award, judgment or decree to which LAT or Lockheed is a party or by which either is bound.

6.3 Authorization. The execution and delivery of this Agreement to Authority and the transactions contemplated hereby have been duly authorized by all required corporate action by the directors and shareholder of LAT and by the directors of Lockheed and do not require approval by the shareholders or the outstanding shares of Lockheed.

6.4 Title to Airport Properties. LAT has, or by the Close of Escrow will have, good and marketable title to the Easements described in Exhibit C hereto, the Equipment, the Airport Leases and the Operating Permit, free and clear of all mortgages, deeds of trust, liens, pledges, security interests, charges or other encumbrances of any nature whatsoever, except that such representation is made with respect to the Operating Permit only to the extent that applicable law permits a private party to hold and transfer legal title therein.

6.5 Litigation and Compliance With Laws.

(a) LAT is not charged with a violation of any law, ordinance, regulation, requirement, order, writ, injunction or decree of any court or governmental instrumentality applicable to the Airport Properties or the operation of the Airport;

(b) To the knowledge of LAT, there is no suit or action, or legal, administrative, arbitration or other proceeding pending or threatened which might materially and adversely affect the Airport Properties, the continued operation of the Airport in its present

mode or LAT's right to consummate the transactions contemplated by this Agreement;

(c) LAT has no knowledge of any pending governmental investigation relating to, or any basis or grounds for, any charge of violation, suit, action or proceeding of the type described in subsections (a) and (b) above; and

(d) LAT has no knowledge of any pending change in the City of Los Angeles zoning or building ordinances affecting the Real Property, the Easements or the Airport Leases.

6.6 Absence of Default. To the knowledge of LAT, LAT is not in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in any lease, contract, commitment or agreement relating to operation of the Airport.

6.7 Restrictions. LAT is not subject to any judgment, order, writ, injunction or decree, which materially and adversely affects or, so far as LAT can now foresee, may in the future materially and adversely affect, the Airport

properties or the continued operation of the Airport in its present mode.

6.8 Easements. The list of Easements set forth in Exhibit C hereto is a complete list of all easements and other rights which affect property owned by others, which pertain to operation of the Airport and the Airport Properties, and which are for the benefit of or are held in the name of LAT, Lockheed or any affiliate of either of them. Said Easements are in full force and effect, the present owners or holders thereof have not defaulted on any obligations or waived any rights which will affect the enforceability thereof, and LAT, having made an inspection of the properties subject to such easements, has no knowledge of any prescriptive or implied rights which have vested affecting the use or enjoyment of said Easements.

6.9 Condition of Buildings and Equipment. The buildings, structures and other improvements on the Real Property and the Equipment are in as good working order and condition, ordinary wear and tear excepted, as existed on March 31, 1977, the date of the appraisal of the Airport Properties prepared for the FAA by International Research & Appraisal Company.

6.10 Enforceability of Airport Leases; No Default.

The Airport Leases are in full force and effect; provided, however, that LAT has terminated certain Airport Leases effective as of April 30, 1978, as designated on Exhibit E hereto. LAT has performed all of its material obligations and duties under the Airport Leases. To the best of LAT's knowledge, Pacific Southwest Airlines, Hughes Air West, Continental Airlines and Tiger Air have performed their respective material obligations and duties under the Airport Leases to which each is a party.

6.11 Contracts and Commitments. Neither LAT nor Lockheed is a party to any written or oral contract which extends beyond the Close of Escrow and which relates to the Airport Properties or the operation of the Airport.

6.12 Governmental Consents and Approvals. Except for a permit from the FAA, the Operating Permit and the release of a lien by the General Services Administration, no consent, approval or permit from any governmental instrumentality is required for operation of the Airport in its present mode or required to be obtained by LAT for the transfer of the Airport Properties to Authority.

6.13 Ownership of LAT. Lockheed is the record and beneficial owner of all capital stock of and all voting power in LAT; provided, however, that Lockheed's beneficial ownership of such stock is subject to a Credit Agreement Amended and Restated in favor of certain banks dated as of October 14, 1977.

7. REPRESENTATIONS AND WARRANTIES OF AUTHORITY

Authority hereby represents and warrants to LAT that, except as set forth on Exhibit H hereto:

7.1 Organization and Authority of Authority.

Authority is a public entity duly organized and validly existing under Chapter 5, Division 7, Title 1 of the California Government Code and has full power and authority to enter into this Agreement and to purchase the Airport Properties. The execution and delivery of this Agreement to LAT and the purchase of the Airport Properties have been duly authorized by Authority and the cities of Burbank, Glendale and Pasadena.

7.2 Validity of Contemplated Transaction. Neither the execution and delivery of this Agreement nor the purchase of the Airport Properties will violate any provision

of the joint exercise of powers agreement under which Authority was created or any statute, regulation, charter provision, ordinance, court or governmental order, arbitration award, judgment or decree binding upon Authority or upon the cities of Burbank, Glendale and Pasadena.

7.3. Litigation.

(a) To the knowledge of Authority, there is no suit or action, or legal, administrative, arbitration or other proceeding pending or threatened which might materially and adversely affect the legal or financial capacity of Authority to sell the Revenue Bonds, enter into the Grant Agreements or perform its obligations hereunder;

(b) Authority has no knowledge of any pending governmental investigation relating to, or any basis or grounds for, any suit, action or proceeding of the type described in subsection (a) above; and

(c) There is no decree, writ, injunction or order of any court or governmental instrumentality outstanding or, to the knowledge of Authority, threatened,

which would have the effects described in subsection (a) above.

7.4 Liabilities of Authority. Authority has not incurred any debt, liability or obligation of any nature, whether due or to become due, that materially and adversely affects or, as Authority can now foresee, may in the future materially and adversely affect Authority's ability to sell the Revenue Bonds or to enter into the Grant Agreements as contemplated.

7.5 Continued Existence of Authority. Authority shall not be dissolved, nor have its existence otherwise terminated by the cities of Burbank, Glendale and Pasadena at any time prior to receipt by LAT of the entire amount of the Purchase Price and interest, if any, whether in the form of ADAP funds or otherwise.

8. CONDUCT OF BUSINESS PENDING CLOSE OF ESCROW.

From the date hereof to the Close of Escrow, LAT shall conduct the business of operating the Airport as follows:

8.1 Business in the Ordinary Course. LAT shall not engage in transactions or enter into agreements involving or affecting the Airport Properties other than in the ordinary course of business, except as expressly permitted by this Agreement or by the advance written approval of Authority.

8.2 Maintenance of Property. Subject to the provisions of Section 14 of this Agreement, LAT will maintain the Airport Properties in as good working order and condition, ordinary wear and tear excepted, as existed on March 31, 1977, the date of the appraisal of the Airport Properties prepared for the FAA by International Research & Appraisal Company.

8.3 Insurance. LAT will continue to maintain the insurance coverage now in effect on the Airport Properties.

8.4 Litigation During Interim Period. LAT will promptly advise Authority in writing of the commencement or threat, of which LAT receives notice, against LAT or Lockheed of any claim, investigation, litigation or proceeding affecting any of the Airport Properties, the operation of the Airport or the transactions contemplated by this Agreement, except for personal injury matters covered by LAT's liability insurance.

8.5 Access. Authority and its officers, attorneys, accountants, engineers, consultants and other representatives shall be permitted, during regular business hours, to examine the property, books and records of LAT relating to the Airport Properties and operation of the Airport (except for fuel services) and to make copies thereof. Such persons shall be afforded escorted access to such property, books, and records, and LAT will upon request furnish Authority with any information reasonably required with respect to its property, assets and business; provided, however, that any furnishing of such information to Authority or any investigation by Authority shall not affect Authority's right to rely on the representations and warranties made by LAT in this Agreement; and provided, further, that Authority and all others given access as representatives of Authority will hold in strict confidence all documents and information concerning LAT so furnished as well as all such documents and information heretofore furnished to Authority by LAT (except that Authority may disclose such documents and information as required by law and to the FAA, the California Department of Transportation and the city councils of the cities of Burbank, Glendale and Pasadena, and except to the extent that such information can be shown to be (a) previously known to Authority by reason other than access granted by

LAT prior to the date hereof, (b) in the public domain or (c) acquired by Authority from other legitimate sources). If the transactions contemplated by this Agreement shall not be consummated, such confidence shall be maintained and all such documents shall immediately thereafter be returned to LAT.

8.6 Business Relations. LAT will use its best efforts to preserve its relations with its tenants, customers, suppliers and others having business relations with it with respect to operation of the Airport including, but not limited to, the extension through June 30, 1978, of those Airport Leases which have been terminated as of April 30, 1978. .

8.7 Consent of Lenders and GSA. LAT shall use its best efforts to obtain prior to the Close of Escrow the consent of the banks referred to in Paragraph 11.6 hereof and a release of the lien in favor of the General Services Administration referred to in Paragraph 11.7 hereof.

9. OBLIGATIONS OF AUTHORITY PENDING CLOSE OF ESCROW

9.1 Authority's Entitlements to Use. Prior to the Close of Escrow, Authority shall use its best efforts to obtain all consents, approvals, franchises, licenses, permits, rights of way, easements, operating rights and other entitlements to use referred to in Section 10.6 hereof.

9.2 Sale of Revenue Bonds. As soon as reasonably practicable after the execution and delivery of this Agreement, Authority shall use its best efforts to complete or cause to be completed all studies, to adopt all resolutions, to cause to be enacted all ordinances, and to take or cause to be taken all other actions necessary to enable Authority to sell and deliver the Revenue Bonds and then to sell and deliver the Revenue Bonds; provided, however, that if the Revenue Bonds cannot be sold at or below the interest rate stated in Section 10.8 hereof and in an amount necessary to yield net proceeds in the amount stated in Section 10.8, Authority may decline to sell and deliver the Revenue Bonds.

9.3 Litigation During Interim Period. Authority will promptly advise LAT in writing of the commencement or threat, of which Authority receives notice, against Authority

or the city of Burbank, Glendale or Pasadena of any claim, investigation, litigation or proceeding affecting the formation of Authority, the operation of the Airport by Authority after the Close of Escrow or the transactions contemplated by this Agreement.

10. CONDITIONS PRECEDENT TO AUTHORITY'S OBLIGATIONS

All obligations of Authority under this Agreement are subject to the fulfillment of each of the following conditions, unless waived in writing by Authority prior to the Close of Escrow:

10.1 Representations and Warranties. The representations and warranties made by LAT in this Agreement or in any list, certificate or document delivered pursuant to the provisions hereof shall be true at and as of the time of the Close of Escrow as though such representations and warranties were made at and as of such time (except to the extent that they are stated herein or therein to be true as of some other date). LAT shall deliver to Authority a certificate to such effect dated the Close of Escrow and signed by its Chairman of the Board or President.

10.2 Compliance With Agreements. LAT shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Close of Escrow. LAT shall have delivered to Authority a certificate to such effect dated the Close of Escrow and signed by its Chairman of the Board or President.

10.3 Opinion of Counsel. LAT shall have delivered to Authority an opinion of its counsel, O'Melveny & Myers, Los Angeles, California, dated the Close of Escrow in form and substance satisfactory to Authority to the effect that:

(a) LAT's and Lockheed's existence, good standing, corporate power, authority and qualification to do business are as stated in Section 6.1 hereof;

(b) Assuming due execution and delivery of this Agreement by the Authority and that this Agreement is a valid and binding obligation of the Authority, this Agreement has been duly executed and delivered by LAT and constitutes a legally valid and binding obligation of LAT, enforceable

in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, and except that no opinion need be expressed as to the availability of equitable remedies;

(c) The execution, delivery and performance of this Agreement by LAT does not violate any provision of the Articles of Incorporation or By-Laws of LAT or Lockheed, any provision of the Credit Agreement as Amended and Restated as of October 14, 1977, among Lockheed and twenty-four banks, or to the best of such counsel's knowledge, any provision of any agreement to which LAT is a party or by which LAT is bound, any law, or any judicial or governmental decree, order or judgment naming LAT as a party of which counsel is aware;

(d) All other actions and proceedings required by law or by this Agreement to be taken by LAT or Lockheed at or prior to the Close of Escrow in connection with this Agreement and the

transactions provided for herein have been duly and validly taken.

LAT shall have delivered to Authority an opinion of Robert C. Gusman, Esq. dated the Close of Escrow, in form and substance satisfactory to Authority to the effect that, except as disclosed pursuant to this Agreement, such counsel knows of no litigation, proceeding or investigation pending or threatened against LAT or Lockheed which would adversely affect the Airport Properties or LAT's operation of the Airport or its right to consummate the transactions contemplated hereby, and, to the knowledge of such counsel, none of the operations of LAT are in violation of any existing law, rule or regulation which would adversely affect the Airport Properties or the operation of the Airport.

Such opinions shall not be unsatisfactory to Authority by reason of any qualification therein relating to the effect of Los Angeles Superior Court Case No. C 207043, any appeal from the judgment entered in such action or United States District Court for the Central District of California Case No. 77-3868-IH.

In furnishing such opinions, counsel may rely upon certificates of officers of LAT and Lockheed as to factual matters and certificates of public officials, copies of which shall be attached to such opinions.

10.4 Title Insurance and Survey. Authority shall have received from Escrow Holder adequate assurance that Escrow Holder will issue the title insurance policy described in Section 5.1 hereof promptly after recordation of LAT's grant deed. Authority shall have approved in writing the final survey of the Real Property to be used in connection with said policy of title insurance and the legal description to be contained in said policy.

10.5 Litigation Affecting Closing. No injunction, temporary restraining order, judgment or other order of any court or governmental agency or instrumentality shall have been issued or been entered which would be violated by the consummation of the transactions contemplated hereby.

10.6 Consents, Approvals and Operating Rights. Authority shall have received all consents and approvals of third parties, including governmental entities, necessary for the assignment or transfer to Authority of the Airport Properties and operation of the Airport.

10.7 Execution of Grant Agreements. Authority and FAA shall have entered into Grant Agreements for at least \$12.5 million of funding assistance for the Federal fiscal year 1977-1978.

10.8 Sale of Revenue Bonds. Authority shall have completed the sale of Revenue Bonds at a net interest cost not to exceed seven percent (7%) per annum and shall have received net proceeds (defined as gross proceeds less all costs of issuance, funded interest, reserve funds and reimbursement of the cities of Burbank, Glendale and Pasadena for advances to the Authority) from the sale of the Revenue Bonds in an amount no less than \$15,718,773.

10.9 Agreement with Lockheed. Lockheed and Authority shall have entered into an agreement in the form attached hereto as Exhibit I, and Lockheed shall have performed and complied with all agreements and conditions required by such agreement to be performed or complied with by Lockheed prior to or at Close of Escrow.

10.10 Banks' Consent. A majority of the twenty-four banks that, with Lockheed, are party to that certain Credit Agreement as Amended and Restated as of October 14,

1977, shall have consented to the transactions contemplated hereby, and LAT shall have delivered evidence of such consent to Authority.

10.11 Airline Use Agreements. The Authority and Pacific Southwest Airlines, Continental Airlines and Hughes Air West shall have executed and delivered Airline Use Agreements.

10.12 Closing Documents. LAT shall have delivered to Escrow Holder the documents described in Sections 12.1 and 12.3 of this Agreement.

11. CONDITIONS PRECEDENT TO OBLIGATIONS OF LAT

All obligations of LAT under this Agreement are subject to the fulfillment of each of the following conditions, unless waived in writing by LAT prior to Close of Escrow:

11.1 Representations and Warranties. Authority's representations and warranties contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof shall be true at and as of the time of

Close of Escrow as though such representations and warranties were made at and as of such time (except to the extent that they are stated herein or therein to be true as of some other date). Authority shall deliver to LAT a certificate dated the Close of Escrow and signed by its President to such effect.

11.2 Compliance With Agreements. Authority shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Close of Escrow. Authority shall have delivered to LAT a certificate dated the Close of Escrow and signed by its President to such effect.

11.3 Opinions of Counsel. Authority shall have delivered to LAT an opinion of its counsel, Lillick McHose & Charles, Los Angeles, California, dated Close of Escrow, in form and substance satisfactory to LAT, to the effect that:

(a) Authority's existence, power and authority are as stated in Section 7.1 hereof;

(b) Assuming due execution and delivery of this Agreement by LAT and that this Agreement is a

valid and binding obligation of LAT, and assuming due execution and delivery of Grant Agreements by the FAA and that such agreements constitute valid and binding obligations of the FAA, this Agreement and the Grant Agreements for the federal fiscal year 1977-1978 have been duly executed and delivered by Authority and constitute valid and binding obligations of Authority, enforceable in accordance with their terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and except that no opinion need be expressed as to the availability of equitable remedies;

(c) The execution, delivery and performance of this Agreement by Authority does not violate any provision of the joint exercise of powers agreement among the cities of Burbank, Glendale and Pasadena forming Authority, or to the best of such counsel's knowledge, any provision of any agreement to which Authority is a party or by which it is bound, or any law, or any judicial or governmental decree, order or judgment naming Authority as a party of which counsel is aware;

(d) All other actions and proceedings required by law or by this Agreement to be taken by Authority at or prior to Close of Escrow in connection with this Agreement and the transactions provided for herein (except for actions and proceedings in connection with the authorization, issuance and sale of the Revenue Bonds) have been duly and validly taken; and

(e) Except as disclosed pursuant to this Agreement, such counsel knows of no litigation, proceeding or investigation pending or threatened against Authority which would adversely affect the legal capacity of Authority to sell the Revenue Bonds, to enter into the Grant Agreements or to consummate the transactions contemplated hereby.

Such opinion shall not be unsatisfactory to LAT by reason of any qualification therein relating to the effect of Los Angeles County Superior Court Case No. C 207043, any appeal from the judgment entered in such action or United States District Court for the Central District of California Case No. 77-3868-IH.

Authority shall have delivered to LAT a copy of the legal opinion of its bond counsel, Orrick, Herrington, Rowley & Sutcliffe, San Francisco, California, in the form delivered to the purchaser or purchasers of the Revenue Bonds.

Authority shall have delivered to LAT legal opinions of the City Attorneys of the Cities of Burbank, Glendale and Pasadena, California, dated Close of Escrow, in form and substance satisfactory to LAT, to the effect that with respect to the city to which each of such opinions relates:

(a) The execution, delivery and performance of this Agreement by Authority does not violate any provision of the charter or ordinances of such city, or to the best of such counsel's knowledge, any provision of any agreement to which such city is a party or by which it is bound, or any judicial or governmental decree, order or judgment naming such city as a party of which counsel is aware;

(b) All actions and proceedings required by law or by this Agreement to be taken by such city at or

prior to Close of Escrow in connection with this Agreement and the transactions provided for herein have been duly and validly taken; and

(c) Except as disclosed pursuant to this Agreement, such counsel knows of no litigation, proceeding or investigation pending or threatened against such city which would adversely affect the legal capacity of Authority to sell the Revenue Bonds, to enter into the Grant Agreements or its right to consummate the transactions contemplated hereby.

Such opinions shall not be unsatisfactory to LAT by reason of any qualification therein relating to the effect of Los Angeles County Superior Court Case No. C 207043, any appeal from the judgment entered in such action or United States District Court for the Central District of California Case No. 77-3868-IH.

In furnishing the opinions required by this Section 11.3, counsel may rely upon certificates of officers of Authority and officials of the three cities as to factual matters and certificates of public officials, copies of which shall be attached to such opinions.

11.4 Litigation Affecting Acquisition. No injunction, temporary restraining order, judgment or other order of any court or governmental agency or instrumentality shall have issued or been entered which would be violated by the consummation of the transactions contemplated hereby.

11.5 Grant Agreements. Authority and FAA shall have entered into Grant Agreements for at least \$12.5 million of funding assistance for federal fiscal year 1977-1978, and the conditions of such Grant Agreements required to be fulfilled prior to or at Close of Escrow shall have been satisfied.

11.6 Banks' Consent. A majority of the twenty-four banks that, with Lockheed, are parties to that certain Credit Agreement as Amended and Restated as of October 14, 1977, shall have consented to the transactions contemplated hereby.

11.7 Release of GSA Lien. LAT shall have secured the release by the United States of America, acting through the General Services Administration, of its security interest in certain portions of the Airport Properties, as more particularly described in Exhibit A hereto.

11.8 Revenue Bond Documents. LAT shall have approved the provisions of the resolution of Authority authorizing the issuance of the Revenue Bonds and in all other documents pertaining thereto (LAT's failure to disapprove in writing any such undertaking or obligation within five (5) business days after delivery during normal business hours of relevant documents to LAT shall be deemed approval thereof).

11.9 Airline Use Agreements. LAT shall have approved those provisions of the Airline Use Agreements (described in Section 10.11 above) relating to Authority's obligations under Section 3.4 hereof (LAT's failure to disapprove in writing any such provision within two business days after delivery during normal business hours of such provision to LAT shall be deemed approval thereof).

11.10 Survey and Legal Description. LAT shall have approved in writing the final survey of the Real Property to be used in connection with the title insurance policy described in Section 5.1 hereof and the legal description to be contained in said policy.

11.11 Closing Documents. Authority shall have delivered to Escrow Holder the documents described in Sections 12.2 and 12.3 of this Agreement.

12. DOCUMENTS TO BE DELIVERED TO ESCROW HOLDER PRIOR TO CLOSE OF ESCROW

12.1 Documents to be Delivered by LAT. LAT shall deliver to Escrow Holder at least five business days prior to the Close of Escrow the following documents for delivery to Authority at the Close of Escrow, all of which shall be in form and substance satisfactory to Authority:

(a) LAT's Deed. A grant deed conveying title to the Real Property to Authority;

(b) Easements. Such deeds, assignments and other instruments of conveyance necessary to transfer all of LAT's right, title and interest to the Easements to Authority;

(c) Equipment. A Bill of Sale conveying and transferring all of LAT's right, title and interest in and to the Equipment to Authority;

(d) Airport Leases. A duly executed and acknowledged assignment to Authority of all of LAT's right, title and interest in and to the Airport Leases, together with executed originals of all Airport Leases and amendments thereto (or, where originals are not available, copies thereof certified to be true copies by an officer of each of the parties thereto);

(e) Operating Permit. The Operating Permit along with a certificate to the California Director of Aeronautics setting forth the date of transfer of title to the Airport Properties to Authority;

(f) Resolutions. All directors' and shareholders' resolutions authorizing the execution, delivery and performance of this Agreement, all of which shall be certified by the Secretaries of LAT and Lockheed, as the case may be;

(g) Letter of Credit. The letter of credit required by Exhibit H attached hereto;

(h) Other Documents. Certificates of Incumbency to evidence the authority of persons acting on behalf of LAT and the legal opinions, certificates and other documents required to be delivered by LAT pursuant to Section 10 hereof.

LAT shall deliver copies of the above documents to counsel for Authority at the time they are delivered to Escrow Holder.

12.2 Documents to be Delivered by Authority.

Authority shall deliver to Escrow Holder at least five days prior to Close of Escrow the following documents for delivery to LAT at Close of Escrow, all of which shall be in form and substance satisfactory to LAT:

(a) Assumption Agreement. An Assumption Agreement whereby Authority assumes all of LAT's rights and obligations under the Airport Leases which arise or accrue after Close of Escrow under the terms of such Airport Leases.

(b) Resolutions. Resolutions, duly certified, of Authority and the governing bodies of the

Cities of Burbank, Glendale and Pasadena consenting to and authorizing the purchase of the Airport Properties as set forth herein and the execution, delivery and performance of this Agreement;

(c) Operating Certificate. Copy of federal airport operating certificate issued to Authority by the FAA.

(d) FAA Documents. The certificate called for by Section 3.3 hereof, a voucher or other appropriate instrument requesting payment of the ADAP Funds referred to in Section 3.3, and all other documents required to be delivered by Authority in order to obtain release of said funds.

(e) Other Documents. Certificates of Incumbency to evidence the authority of persons acting on behalf of Authority and the legal opinions, certificates and other documents required to be delivered by Authority pursuant to Section 11 hereof.

Authority shall deliver copies of the above documents to counsel for LAT at the time they are delivered to Escrow Holder.

12.3 Related Agreements to be Executed and Delivered at Close of Escrow. Authority, Lockheed and LAT shall deliver to Escrow Holder executed originals of the following documents for delivery at the Close of Escrow, all of which are to be dated as of Close of Escrow and substantially in the form attached hereto as Exhibits J through N and as further agreed upon by the parties:

(a) Real Property Leases. Leases of certain parts of the Real Property, made by and between Authority, Lockheed and LAT;

(b) Airport Facilities Use Agreement. An agreement for use of certain Airport facilities, made by and between Authority and Lockheed;

(c) Fueling Services Agreements. Agreements, made by and between Authority and LAT relating to the delivery of fuel services at the Airport by LAT;

(d) Airport Services Agreement. An operating contract, made by and between Authority and LAT, providing for the operation of the Airport by LAT under the direction and control of Authority; and

(e) Agreement for Crash-Fire-Rescue Services. An Agreement between Authority and Lockheed relating to Crash Fire and Rescue Services.

No provision of any of the foregoing documents shall in any way modify or limit any provision of Sections 2, 16 and 18.4 of this Agreement. In the event of any conflict between the provisions of such documents and the provisions of such Sections, the provisions of such Sections shall be controlling.

13. POSSESSION; PRORATIONS; RENTALS.

13.1 Possession. Authority shall be entitled to, and LAT shall deliver, possession and control of the Airport Properties at Close of Escrow, subject, however, to the rights of any tenants or licensees in possession of any portion of the Airport Properties pursuant to the Airport Leases. Upon such delivery of possession, Authority and LAT shall conduct a joint physical inventory of the Equipment, and LAT shall replace (or deliver substitute items of like kind and quality) any and all items of Equipment not located on the Airport Properties as shown by such physical inventory. Such Equipment shall be replaced or delivered within a reasonable time after completion of such inventory.

13.2 Prorations. Real property taxes and special assessments attributable to the Real Property and premiums on any insurance on the Airport Properties assumed by Authority shall be prorated to Close of Escrow on the basis of a 30-day month and a 360-day year, provided, however, that Authority's obligation to pay any amount to LAT attributable to

real property taxes and special assessments attributable to that portion of the Real Property located in the City of Burbank shall be limited to prompt delivery to LAT of any refund obtained in the manner provided in the next sentence. After Close of Escrow, Authority and LAT shall use their best efforts to obtain a refund of property taxes and assessments paid by LAT on the portion of the Real Property located in the City of Burbank and attributable to the period from Close of Escrow through June 30, 1978.

13.3 Rentals. Non-delinquent rentals shall be prorated to Close of Escrow on the basis of a 30-day month. All refundable security or cleaning deposits under the Airport Leases shall be deposited by LAT into Escrow for delivery to Authority at Close of Escrow. Rentals delinquent at Close of Escrow but received by Authority or LAT after Close of Escrow shall be prorated upon receipt in the same manner as non-delinquent rentals, and the recipient shall deliver to the other party its pro rata portion thereof no later than three (3) days after receipt.

14. DAMAGE TO AIRPORT PROPERTIES

14.1 Risk of Loss on LAT. The risk of any loss resulting from the damage or destruction of any of the

Airport Properties prior to Close of Escrow by any cause whatsoever (hereafter referred to as a "Loss") shall be on LAT, whether or not such Loss is due to the fault of LAT, unless such Loss is proximately caused by the acts or omissions of Authority or its representatives.

14.2 Loss Prior to Close of Escrow. In the event of any Loss prior to Close of Escrow, LAT shall immediately begin all steps necessary to repair or replace the damaged or destroyed Airport Properties, and such Airport Properties shall be promptly repaired or replaced by LAT at its expense to the condition of such Airport Properties immediately preceding such Loss consistent with all applicable building codes. LAT's obligations of repair and replacement under this Section 14.2 shall survive the Close of Escrow. In the event the Loss causes a material disruption of Airport operation, the time for Close of Escrow shall be extended until such time as normal Airport operations have resumed for a period of at least seven (7) days; provided, however, if normal Airport operations are not resumed by August 31, 1978, Authority may, at its option and without any liability to LAT, terminate this Agreement by delivery of written notice to LAT.

15. NONASSUMPTION OF LIABILITIES AND INDEMNIFICATION

15.1 No Assumption of Liabilities. Authority does not assume and shall not be liable for any obligations or liabilities of or claims against LAT or Lockheed whatsoever (except as expressly provided in the Assumption Agreement delivered at Close of Escrow pursuant to Section 12.2(a) of this Agreement), or any liabilities or claims arising out of or related to the Airport Properties or operation of the Airport prior to Close of Escrow. Except as may be provided for in the agreements described in Section 12.3 of this Agreement, LAT and Lockheed do not assume and shall not be liable for any obligations or liabilities of or claims against Authority whatsoever, or any liabilities or claims arising out of or related to the Airport Properties or operation of the Airport after the Close of Escrow.

15.2 Indemnification

(a) LAT shall defend, indemnify and save harmless Authority, its members, officers, employees and agents, and the cities of Burbank, Glendale and Pasadena, their officials, employees and agents, against any and all losses, damages, claims, liabilities, obligations, actions,

proceedings, costs and expenses, including attorneys fees, which said persons or entities may hereafter suffer, incur, be put to, pay or lay out by reason of (1) any claim, proceeding or investigation arising or alleged to arise out of or be related to the use, ownership or operation of the Airport and Airport Properties by LAT, Lockheed or any affiliate of either of them prior to Close of Escrow, or (2) the inaccuracy, or the breach by LAT, of any representation or warranty which LAT has made or agreed to hereunder. Nothing contained herein shall require LAT to defend, indemnify or save harmless any of the persons or entities identified in this Section 15.2(a) if such claim, liability, obligation, action or proceeding arises out of or results from acts or omissions of such persons or entities.

(b) Authority shall defend, indemnify and save harmless LAT, its officers, employees and agents, and Lockheed, its officers, employees and agents, against any and all losses, damages, claims, liabilities, obligations, actions, proceedings, costs and expenses, including attorneys fees, which said persons or entities may hereafter suffer, incur, be put to, pay or lay out by reason of (1) any claim, proceeding or investigation arising or alleged to arise out of or be related to the use, ownership or operation of the

Airport and Airport Properties by Authority after Close of Escrow, or (2) the inaccuracy, or the breach by Authority, of any representation or warranty which Authority has made or agreed to hereunder, but subject in all cases to the prior rights of the holders of the Revenue Bonds to be paid pursuant to the resolution of the Authority authorizing the issuance of the Revenue Bonds. Nothing contained herein shall require Authority to defend, indemnify or save harmless any of the persons or entities identified in this Section 15.2(b) if such claim, liability, obligation, action or proceeding arises out of or results from (i) acts or omissions of LAT or Lockheed, or any officer, employee or agent thereof, including but not limited to acts or omissions of LAT or Lockheed under or in connection with any of the agreements described in Section 12.3 hereof (except as expressly set forth in said agreements), or (ii) the use of the Airport by LAT or Lockheed.

(c) Authority reserves the right, should it elect to do so, to appoint separate legal counsel to act as associate counsel to attorneys selected by LAT during the pendency of any claim, proceeding or investigation referred to in Section 15.2(a) of this Agreement. In that event, said legal expense of counsel appointed by Authority shall

be for the account of Authority. Any such appointment of separate counsel shall not affect LAT's obligations to Authority under Section 15.2(a).

16. FURTHER ASSURANCES

Each party hereto at its expense shall, from time to time, and at the request of the other party hereto (whether such request is made prior to, at or after Close of Escrow), execute and deliver such further instruments of transfer and will take such other reasonable actions, as requested, to confirm the transfer of the Airport Properties. LAT's obligation hereunder shall include, but not be limited to, the quitclaim to Authority of any avigation easements that hereafter may be acquired by LAT in any manner affecting property owned by persons other than LAT and relating to operation of the Airport. Moreover, after Close of Escrow, the parties shall cooperate with one another in allocating to their respective properties and businesses the cost and expenses of any electricity, water, gas and other utilities and service provided to the Airport and its environs that are not separately metered.

17. RELOCATION ASSISTANCE BENEFITS

LAT is aware that it could be entitled to relocation assistance benefits under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §4601 et. seq.) and the Relocation Assistance Law (California Government Code §7260 et. seq.) in connection with the consummation of the transactions contemplated by this Agreement. LAT represents and warrants that the Purchase Price includes compensation for any expenses or losses covered by such laws and waives any further rights it may have under such laws.

18. MISCELLANEOUS PROVISIONS

18.1 Brokers. Each of the parties hereto represents to the other that it has not dealt with any broker or finder in connection with any of the transactions contemplated by this Agreement and has not entered into any agreement or incurred any obligation which might result in an obligation to pay a sale or brokerage commission or finder's fee on any of the transactions contemplated by this Agreement, and, insofar as such party has actual knowledge, no broker or other person is entitled to any commission or finder's fee in connection with any of such transactions.

18.2 Notices. All communications, notices and demands of any kind which either party to this Agreement may be required or desire to give to or serve upon the other party, shall be made in writing (with a copy to Escrow Holder, if prior to Close of Escrow) and delivered by personal service to an officer of each other party or sent by telegram or by registered or certified mail, postage paid, return receipt requested to the following addresses:

To Authority: Hollywood-Burbank
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Michael R. McClintock

With a copy to: Lillick McHose & Charles
707 Wilshire Boulevard
Los Angeles, CA 90017
Attn: Thomas H. Durff

To LAT: Lockheed Air Terminal, Inc.
Box 7229
Burbank, CA 91510
Attn: D. M. Simmons

With copies to: Robert C. Gusman, Esq.
Bldg. #9
Hollywood-Burbank Airport
2627 No. Hollywood Way
Burbank, CA 91520

O'Melveny & Myers
611 West Sixth Street
Los Angeles, CA 90017
Attn: F. J. Burgweger

A party may change its address by giving the other party written notice of its new address as herein provided.

18.3 Successors and Assigns. No party hereto may assign, hypothecate or otherwise transfer this Agreement or its interest or rights herein or obligations hereunder, and any attempted assignment, hypothecation or other transfer shall be void unless the prior written approval of the other party is obtained, which approval shall not be unreasonably withheld. Subsequent to the Close of Escrow, LAT may assign, hypothecate or otherwise transfer this Agreement, LAT's interest, or rights herein or obligations hereunder to Lockheed or any subsidiary or affiliate of Lockheed, without any requirement for Authority to approve such transaction; provided, however, that no such assignment, hypothecation or transfer shall relieve LAT of any obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the parties hereto.

18.4 Survival of Representations, Warranties and Covenants. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of each party set forth in this Agreement or in any schedule, certificate, document or list delivered by any such party shall survive Close of Escrow. Notwithstanding any investigation conducted before or after Close of Escrow or the decision of any party to complete Close of Escrow, the parties hereto shall be entitled to rely upon the representations and warranties set forth in this Agreement.

18.5 Expenses. Authority shall pay one-half of the escrow fee charged by Escrow Holder, that portion of the title insurance premium attributable to the issuance of an ALTA policy rather than a CLTA policy and any additional recording and escrow fees attributable solely to transfer of title to the City of Burbank pursuant to Section 1.2 hereof. LAT shall pay one-half of the escrow fee, the remainder of the title insurance premium, all recording costs and all applicable sales, use, documentary transfer and other taxes due, if any, as a result of its transfer of the Airport Properties to Authority. Any real property taxes and assessments on the Airport Properties levied after the Close of Escrow and any other taxes relating to operation thereof after the Close of Escrow shall be paid by Authority. Each party hereto shall pay its own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby.

18.6 Entire Agreement. This Agreement (including the Exhibits hereto) and the agreements described in Section 12.3 hereof set forth the entire agreement of the parties hereto with respect to the transactions contemplated hereby. Any previous agreements or understandings between the parties

regarding the subject matter hereof are merged into and superseded by the foregoing documents.

18.7' California Law to Govern. This Agreement is being executed and delivered in the State of California and shall be construed and enforced in accordance with the laws thereof.

18.8 Section Headings. All section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

18.9 Exhibits. All Exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

18.10 Counterparts. This Agreement may be executed in several counterparts, each of which is an original, and LAT or Authority may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

18.11 Amendment. This Agreement may not be amended or modified except by a written instrument executed by all parties hereto.

18.12 Time is of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, Authority and LAT have executed this Agreement on the 31st day of March, 1978.

HOLLYWOOD-BURBANK AIRPORT AUTHORITY,
a public entity constituted pursuant to a joint exercise of powers agreement entered into by the Cities of Burbank, Glendale and Pasadena, California

By /s/ William B. Rudell
William B. Rudell
President of the Commission

ATTEST:

/s/ Carl Meseck
Carl Meseck
Secretary of the Commission

LOCKHEED AIR TERMINAL, INC.,
a Delaware corporation,

By /s/ David M. Simmons
David M. Simmons
President

ATTEST:

/s/ F. R. Jones
F. R. Jones
Secretary

AIRPORT PURCHASE AGREEMENT

MARCH 30, 1978

EXHIBITS A THRU I

EXHIBIT A

PRELIMINARY TITLE REPORT

TITLE INSURANCE AND TRUST COMPANY

433 SO. SPRING ST., LOS ANGELES, CALIFORNIA 90054 TEL. (213) 626-2411

MARCH 13, 1978

TO: LOCKHEED AIRCRAFT CORPORATION
FACILITIES AND REAL ESTATE
BURBANK, CALIFORNIA 91520

ATTENTION: JOHN B. OKKERSE

YOUR NO.: HOLLYWOOD-BURBANK AIRPORT SALE
OUR NO.: 7589415

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, TITLE INSURANCE AND TRUST COMPANY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE FORM POLICY OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORM.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AT 7:30 A.M. AS OF MARCH 13, 1978

TITLE OFFICER: J. SPIRKA

TITLE TO THE ESTATE OR INTEREST REFERRED TO HEREIN, AT THE DATE HEREOF, IS VESTED IN:

LOCKHEED AIR TERMINAL, INC., A DELAWARE CORPORATION, WHICH ACQUIRED TITLE AS UNITED AIRPORTS COMPANY OF CALIFORNIA, LTD., A CORPORATION, AS TO THOSE PORTIONS OF PARCELS 1, 1A AND 1B INCLUDED WITHIN THE LINES OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; LOT A OF TRACT NO. 3008 AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER; LOT 1 OF TRACT NO. 7619 AS PER MAP RECORDED IN BOOK 78 PAGE 70 AND 71 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER AND LOT 1 OF TRACT NO. 8428 AS PER MAP RECORDED IN BOOK 117 PAGES 6 AND 7 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, AND IN LOCKHEED AIR TERMINAL INC., A DELAWARE CORPORATION, AS TO THE REMAINDER OF PARCEL 1 OF SAID LAND AND AS TO PARCELS 1B, 1C, 1D, 1E, 1F, 1G, 1H AND 1I OF SAID LAND; PARCEL 2 OF SAID LAND; PARCELS 3, 3A, 3B, 3C, 3D, 3E AND 3F OF SAID LAND AND AS TO PARCELS 5 AND 5A OF SAID LAND.

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TITLE INSURANCE AND TRUST COMPANY

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO
COVERED BY THIS REPORT IS:
A FEE AS TO PARCELS 1, 2 AND 3 OF SAID LAND. EASEMENTS MORE PARTICULARLY
DESCRIBED AS PARCELS 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1I, 3A, 3B, 3C, 3D,
3E, 3F, 5 AND 5A.

TITLE INSURANCE AND TRUST COMPANY

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1978-1979, A LIEN NOT YET PAYABLE. FOR THE FISCAL YEAR 1977-1978 SECOND INSTALLMENT: \$712,670.74

SAID TAX AMOUNTS ARE INCLUDED WITHIN TAX PARCELS

2319-003-006
2404-005-005
2466-011-014
2466-011-019
2466-029-007
2466-019-023
2466-034-004
2544-011-018

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

2. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, IN FAVOR OF : CITY OF BURBANK
FOR : SANITARY SEWER CONDUIT
RECORDED : AUGUST 22, 1939 AS INSTRUMENT NO. 807 IN BOOK 16860 PAGE 77
OFFICIAL RECORDS AND RECORDED MARCH 7, 1940 AS INSTRUMENT NO. 1350 IN BOOK 17356 PAGE 45, OF OFFICIAL RECORDS AND ALSO RECORDED ON APRIL 16, 1940 AS INSTRUMENT NO. 1580 IN BOOK 17397 PAGE 249, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THAT PORTION OF LOT 1 OF TRACT NO. 7619 AS SHOWN ON MAP RECORDED IN BOOK 78, PAGES 70 AND 71 OF MAPS, RECORDS OF SAID COUNTY, AND A PORTION OF LOT 1 OF TRACT NO. 8428 IN SAID CITY, AS SHOWN ON MAP RECORDED IN BOOK 117, PAGES 6 AND 7 OF MAPS, RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 45 FEET IN WIDTH, MEASURED AT RIGHT ANGLES, LYING ADJACENT TO AND NORTHERLY OF THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY; SAID NORTHERLY LINE BEING PARALLEL WITH AND 70 FEET NORTHERLY, MEASURED AT RIGHT ANGLES OF THE CENTER LINE OF TRACK IN SAID RIGHT OF WAY; BOUNDED ON THE WEST BY THE EASTERLY LINE OF CLYBOURN AVENUE, SAID EASTERLY LINE LYING 50 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE LOS ANGELES CITY ENGINEER'S TRANSIT LINE IN SAID AVENUE, AND SHOWN IN HIS FIELD BOOKS 12502, PAGES 40 AND 41, AND 12909, PAGE 64; AND BOUNDED ON THE EAST BY THE EASTERLY LINE OF SAID LOT 1 OF SAID TRACT NO. 8428.

THE ABOVE DESCRIBED LAND IS SHOWN ON REGISTERED CIVIL ENGINEER'S MAP AS PARCEL 3 IN BOOK 47, PAGE 36 OF THE RECORD OF SURVEYS IN THE RECORDER'S OFFICE OF SAID COUNTY.

TITLE INSURANCE AND TRUST COMPANY

3. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA TELEPHONE COMPANY, A CORPORATION
FOR : UNDERGROUND CONDUITS AND CABLES
RECORDED : OCTOBER 3, 1940 AS INSTRUMENT NO. 1318 IN BOOK 17843 PAGE 302, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THAT PORTION OF LOT 1 OF SAID TRACT NO. 7619 AND THAT PORTION OF LOT 1 OF SAID TRACT NO. 8428 LYING WITHIN A SIX FOOT EASEMENT, THE CENTER LINE OF WHICH IS THREE FEET SOUTH OF THE NORTH LINE OF THE FORTY-SEVEN FOOT PRIVATE ROAD ADJACENT TO THE SOUTH LINE OF THE ABOVE-DESCRIBED PROPERTY, SAID EASEMENT TO EXTEND FROM THE TERMINUS OF EMPIRE AVENUE TO THE EASTERLY LINE OF CLAYBOURN AVENUE.
4. (DELETED)
5. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF BURBANK
FOR : PUBLIC ROAD, HIGHWAY AND STREET KNOWN AS EMPIRE AVENUE
RECORDED : RECORDED MARCH 11, 1941 AS INSTRUMENT NO. 1452 PAGE 18230 PAGE 256, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE SOUTHERLY 45 FEET OF LOT 1 OF SAID TRACT NO. 8428 AND WITHIN THE SOUTHERLY 45 FEET OF LOT 1 OF SAID TRACT NO. 7619
6. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF BURBANK
FOR : PUBLIC ROAD, HIGHWAY AND STREET KNOWN AS EMPIRE AVENUE
RECORDED : MARCH 11, 1941 AS INSTRUMENT NO. 1451 IN BOOK 18195 PAGE 284, OFFICIAL RECORDS AND RECORDED MARCH 14, 1941 AS INSTRUMENT NO. 1350 IN BOOK 18227 PAGE 325, OFFICIAL RECORDS AND ALSO RECORDED APRIL 7, 1941 AS INSTRUMENT NO. 1067 IN BOOK 18295 PAGE 164, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE NORTHERLY 15 FEET OF THE SOUTHERLY 60 FEET OF LOT 1 OF SAID TRACT NO. 8428 AND OF LOT 1 OF SAID TRACT NO. 7619
7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : VEGA AIRPLANE COMPANY, A CALIFORNIA CORPORATION
FOR : INGRESS AND EGRESS, PEDESTRIAN AND VEHICULAR TRAFFIC
RECORDED : NOVEMBER 13, 1941 AS INSTRUMENT NO. 127 IN BOOK 18598 PAGE 382, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THAT PORTION OF LOT 1 OF TRACT NO. 8428, AS PER MAP RECORDED IN BOOK 117, PAGES 6 AND 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

TITLE INSURANCE AND TRUST COMPANY

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SAID LOT 1 WITH THE NORTHERLY LINE OF EMPIRE AVENUE, AS DESCRIBED IN THE DEED TO THE CITY OF BURBANK, RECORDED IN BOOK 18195 PAGE 284 OF OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHERLY LINE BEING PARALLEL WITH AND DISTANT NORTHERLY 60 FEET AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 100 FEET WIDE; THENCE ALONG SAID NORTHERLY LINE OF EMPIRE AVENUE, NORTH 76 DEGREES 56 MINUTES 58 SECONDS WEST 33.79 FEET; THENCE NORTH 0 DEGREES 40 MINUTES 23 SECONDS EAST 692.31 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 37 SECONDS EAST 33.00 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE ALONG SAID EASTERLY LINE SOUTH 0 DEGREES 40 MINUTES 23 SECONDS WEST 699.55 FEET TO THE POINT OF BEGINNING.

8. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : M. L. WICKS AND J. W. ANDERSON
FOR : ROAD
RECORDED : NOVEMBER 13, 1886 AS INSTRUMENT NO. 264 IN BOOK 178 PAGE 543 OF DEEDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE EAST 20 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST
9. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF BURBANK
FOR : PUBLIC STREET
RECORDED : SEPTEMBER 1, 1923 AS INSTRUMENT NO. 1092 IN BOOK 2546 PAGE 261, OFFICIAL RECORDS AND REGISTERED UNDER THE LAND TITLE LAW AS DOCUMENT NO. 46769 ON NOVEMBER 7, 1923
AFFECTS : THAT PORTION OF THE EASTERLY 30 FEET OF PARCEL 1 OF SAID LAND LYING WITHIN HOLLYWOOD WAY INCLUDED WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST.
10. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF BURBANK
FOR : PUBLIC ROAD, HIGHWAY AND STREET
RECORDED : AUGUST 10, 1933 AS INSTRUMENT NO. 544 IN BOOK 12349 PAGE 56 OFFICIAL RECORDS
AFFECTS : THE WESTERLY 20 FEET OF THE EASTERLY 50 FEET OF THAT PORTION OF PARCEL 1 OF SAID LAND LYING WITHIN HOLLYWOOD WAY INCLUDED WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST.

TITLE INSURANCE AND TRUST COMPANY

11. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF BURBANK, A MUNICIPAL CORPORATION
FOR : PUBLIC STREET
RECORDED : OCTOBER 30, 1923 AS INSTRUMENT NO. 1194 IN BOOK 2837 PAGE 163 OF OFFICIAL RECORDS
AFFECTS : THE EASTERLY 30 FEET OF PARCEL 1B OF SAID LAND
AND SET FORTH IN THE DEED
EXECUTED BY : CITY OF BURBANK
RECORDED : FEBRUARY 26, 1924 AS INSTRUMENT NO. 1294 IN BOOK 3053 PAGE 140, OF OFFICIAL RECORDS AS TO THE SOUTHERLY 25 FEET OF THE EASTERLY 50 FEET OF PARCEL 1B OF SAID LAND
AND SET FORTH IN THE DEED
EXECUTED BY : CITY OF BURBANK
RECORDED : APRIL 24, 1941 AS INSTRUMENT NO. 1310 IN BOOK 18311 PAGE 381 OF OFFICIAL RECORDS AS TO THE WESTERLY 20 FEET OF THE EASTERLY 50 FEET OF PARCEL 1B OF SAID LAND
12. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA TELEPHONE COMPANY, A CORPORATION
FOR : AERIAL AND UNDERGROUND COMMUNICATION STRUCTURES, UPON THE TERMS AND CONDITIONS THEREIN SET FORTH.
RECORDED : MARCH 28, 1944 AS INSTRUMENT NO. 1608 IN BOOK 20800 PAGE 152, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1B OF SAID LAND INCLUDED WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN.
13. AN EASEMENT AFFECTING THAT PORTION OF PARCEL 1 AND PARCEL 1B OF SAID LAND INCLUDED WITHIN THE VACATED PORTION OF WINONA AVENUE EXTENDING FROM WESTERLY LINE OF HOLLYWOOD WAY, 100 FEET WIDE, TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF MAPLE STREET, 30 FEET WIDE, NOW VACATED, FOR PUBLIC UTILITY PURPOSES, AS RESERVED BY THE CITY OF BURBANK IN RESOLUTION OF INTENTION NO. 2031, ADOPTED OCTOBER 23, 1941, ACCEPTED BY RESOLUTION NO. 2058 ON DECEMBER 2, 1941, AND AS RESERVED BY THE CITY OF BURBANK IN RESOLUTION OF INTENTION NO. 1932, ADOPTED MAY 13, 1941, ACCEPTED BY RESOLUTION NO. 1965 ON JUNE 24, 1941, CERTIFIED COPIES THEREOF BEING RECORDED JULY 29, 1953 AS INSTRUMENT NO. 2298 PAGE 42336 PAGE 73 OFFICIAL RECORDS, AND RECORDED MARCH 29, 1954 AS INSTRUMENT NO. 3516 IN BOOK 44190 PAGE 277, OFFICIAL RECORDS, RESPECTIVELY.
14. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION
RECORDED : PIPE LINE
AFFECTS : JULY 2, 1941 AS INSTRUMENT NO. 1040 IN BOOK 18553 PAGE 196, OFFICIAL RECORDS
: THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN A STRIP OF LAND 10 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS, TO-WIT:

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BEGINNING AT THE SOUTHEAST CORNER OF LOT A, TRACT 3008, AS SHOWN ON MAP RECORDED IN BOOK 34, PAGE 71 OF MAPS, RECORDS OF LOS ANGELES COUNTY; THENCE NORTH 0 DEGREES 31 MINUTES 16 SECONDS EAST, 50.00 FEET ALONG THE EASTERLY LINE OF SAID LOT A; THENCE NORTH 88 DEGREES 27 MINUTES 57 SECONDS WEST, 12.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 31 MINUTES 16 SECONDS WEST, 62.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 57 SECONDS EAST, 1303.60 FEET TO A POINT IN THE EAST LINE OF THE GRANTOR'S LAND THEREUNDER.

15. AN EASEMENT AFFECTING THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE VACATED PORTION OF TULARE AVENUE, 50 FEET WIDE, LYING WITHIN THE BOUNDARIES OF LOT A, TRACT NO. 3008, AS SHOWN ON MAP RECORDED IN BOOK 34, PAGE 71 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, CONVEYED TO THE CITY OF BURBANK, APRIL 2, 1929, BY BOEING AIR TRANSPORT, INC., BY DEED RECORDED IN BOOK 3802, PAGE 18, OFFICIAL RECORDS OF SAID COUNTY, FOR PUBLIC UTILITY PURPOSES, AS RESERVED BY THE CITY OF BURBANK IN RESOLUTION OF INTENTION NO. 1932, ADOPTED MAY 13, 1941, ACCEPTED BY RESOLUTION NO. 1965 ON JUNE 24, 1941, A CERTIFIED COPY OF RESOLUTION NO. 1965 BEING RECORDED MARCH 29, 1954 AS INSTRUMENT NO. 3516 IN BOOK 44190 PAGE 277, OFFICIAL RECORDS.

16. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF LOS ANGELES
FOR : PUBLIC STREET
RECORDED : SEPTEMBER 19, 1917 AS INSTRUMENT NO. 92 IN BOOK 6545 PAGE 195 OF DEED
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND BOUNDED SOUTHERLY BY THE SOUTHERLY LINE OF LOT B OF TRACT NO. 2532 AS SHOWN ON MAP RECORDED IN BOOK 28 PAGE 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF LOT B OF SAID TRACT NO. 2532.

EXCEPT THAT PORTION OF SAID PARCEL 1 LYING WESTERLY OF THE EASTERLY LINE OF THE LAND DESCRIBED IN TRACT NO. 87 OF THE DECREE OF DECLARATION OF TAKING RECORDED ON NOVEMBER 7, 1949 AS INSTRUMENT NO. 2247 IN BOOK 31420 PAGE 340 OF OFFICIAL RECORDS.

17. AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES UPON CERTAIN TERMS, CONDITIONS AND LIMITATIONS IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AS RECITED IN UNRECORDED REVESTING JUDGEMENT ENTERED MARCH 17, 1950 IN UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA CENTRAL DIVISION NO. 3695 CIVIL. (TRACT 87).

SAID MATTER AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, FORMERLY WITHIN KESWICK STREET, LYING WITHIN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ULRICK AND AGNETHA KELLERUP BY DEED RECORDED IN BOOK 17591, PAGE 285 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID POINT BEING ON THE NORTHERLY LINE OF KESWICK STREET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF KESWICK STREET, A DISTANCE OF 60 FEET TO A

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POINT ON THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 20, TRACT NO. 2532, AS SHOWN ON MAP RECORDED IN BOOK 28 PAGE 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY ALONG SAID PROLONGATION AND ALONG THE SOUTHERLY LINE OF SAID KESWICK STREET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOSEPH H. CLEMENTS AND MARY A. CLEMENTS BY DEED RECORDED IN BOOK 13359, PAGE 210 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF KESWICK STREET, A DISTANCE OF 60 FEET TO A POINT ON THE NORTHERLY LINE KESWICK STREET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF KESWICK STREET TO THE POINT OF BEGINNING.

18. (DELETED)

19. (DELETED)

20. (DELETED)

21. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF : THE CITY OF LOS ANGELES
 FOR : PUBLIC STREET, TO BE KNOWN AS SAN FERNANDO ROAD
 RECORDED : JULY 10, 1926 AS INSTRUMENT NO. 1334 IN BOOK 6038 PAGE 121,
 OFFICIAL RECORDS AND RECORDED JULY 19, 1926 AS INSTRUMENT NO. 1040 IN BOOK 5656 PAGE 364 OFFICIAL RECORDS, AND RECORDED
 AUGUST 16, 1926 AS INSTRUMENT NO. 1012 IN BOOK 4661 PAGE 230,
 OFFICIAL RECORDS AND RECORDED OCTOBER 11, 1926 AS INSTRUMENT
 NO. 1067 IN BOOK 4702 PAGE 289, OFFICIAL RECORDS, AND RECORDED
 DECEMBER 3, 1926 AS INSTRUMENT NO. 1862 IN BOOK 6114 PAGE 255,
 OFFICIAL RECORDS AND RECORDED SEPTEMBER 2, 1944 AS INSTRUMENT
 NO. 286 IN BOOK 24964 PAGE 257, OFFICIAL RECORDS AND ALSO
 RECORDED AUGUST 20, 1951 AS INSTRUMENT NO. 2862 IN BOOK 37033
 PAGE 125, OFFICIAL RECORDS
 AFFECTS : THE MOST NORTHERLY 20 FEET OF THOSE PORTIONS OF PARCEL 1 OF
 SAID LAND INCLUDED WITHIN THE LINES OF SAN FERNANDO ROAD.

22. (DELETED)

23. SUCH RIGHTS AS THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, MAY HAVE IN AND TO A 20 FOOT STRIP OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 14 WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING LOCATED SOUTH 00 DEGREES 04 MINUTES WEST 10.18 FEET; THENCE SOUTH 50 DEGREES 43 MINUTES EAST 510.18 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES WEST 6.45 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE FROM SAID POINT OF BEGINNING, SOUTH 00 DEGREES 04 MINUTES WEST 12.90 FEET TO A POINT; THENCE SOUTH 50 DEGREES 43 MINUTES EAST 326.50 FEET TO A POINT; THENCE NORTH 00 DEGREES 04 MINUTES EAST 12.90 FEET TO A POINT; THENCE NORTH 50 DEGREES 43 MINUTES WEST 326.50 FEET TO THE POINT OF BEGINNING, AS DISCLOSED BY THE DECREE ENTERED JUNE 8, 1932 IN LOS ANGELES SUPERIOR COURT, CASE NO. 301923, ENTITLED MARGARET FLYNN VS. CITY OF LOS ANGELES.

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24. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : PAUL J. GROSSO, A MARRIED MAN
FOR : INGRESS AND EGRESS
RECORDED : AUGUST 2, 1949 AS INSTRUMENT NO. 696 IN BOOK 30678 PAGE 244, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE WESTERLY 30 FEET OF THE NORTHERLY 184.023 FEET OF THE SOUTHERLY 462.023 FEET OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN

25. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION
FOR : PIPE LINE
RECORDED : MARCH 26, 1938 AS INSTRUMENT NO. 704 IN BOOK 15698 PAGE 90, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 AND PARCEL 11 OF SAID LAND INCLUDED WITHIN A STRIP OF LAND 10 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, SOUTH 0 DEGREES 17 MINUTES 20 SECONDS EAST, 662.25 FEET FROM THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF KESWICK STREET, 60 FEET IN WIDTH; THENCE SOUTH 89 DEGREES 18 MINUTES 20 SECONDS EAST, 12.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 17 MINUTES 20 SECONDS EAST AT A DISTANCE OF 12.00 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 33, 601.00 FEET MORE OR LESS TO THE SOUTH LINE OF GRANTOR'S PROPERTY WHICH IS ALSO THE NORTH LINE OF CHASSET STREET, 30 FEET IN WIDTH.

SAID INSTRUMENT ALSO PROVIDES FOR THE RIGHT TO LAY, CONSTRUCT, MAINTAIN, REPAIR, OPERATE AND REMOVE ONE OR MORE SERVICE CONNECTIONS, AND/OR PIPE LINES FROM SUCH PIPELINE, THROUGH ANY PART OF THE PROPERTY 7 FEET IN WIDTH, RUNNING PARALLEL TO AND ALONG THE WEST LINE OF SAID 10 FOOT RIGHT OF WAY.

26. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF BURBANK, A MUNICIPAL CORPORATION
FOR : PUBLIC STREET
RECORDED : APRIL 4, 1929 AS INSTRUMENT NO. 1546 IN BOOK 3802 PAGE 18 OF OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND BEING THAT PORTION OF LOT A OF SAID TRACT 3008 LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY 50 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID TRACT NO. 10629 AND NORTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SHERMAN WAY 50 FEET WIDE AS SHOWN ON SAID MAP OF TRACT NO. 10629.

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27. AN EASEMENT FOR PUBLIC STREET PURPOSES OVER THAT PORTION OF PARCEL 1 OF SAID LAND DESCRIBED IN PARAGRAPH 26 ABOVE WITHIN CLYBOURN AVENUE, AS SHOWN UPON THE SUBDIVISION AND TRACT NO. 10629 AS PER MAP RECORDED IN BOOK 165 PAGE 35 OF MAPS, ALSO PRIVATE EASEMENTS FOR INGRESS AND EGRESS IN FAVOR OF OWNERS OF LOTS OF SAID TRACT NO. 10629, SUCH EASEMENTS HAVING BEEN ACQUIRED UNDER CONVEYANCES OF LOTS BY REFERENCE THERETO.

28. THE EASEMENTS, RIGHTS AND RIGHTS OF WAY ENUMERATED IN SECTION 8330 OF THE STREETS AND HIGHWAY CODE OF THE STATE OF CALIFORNIA, AS RESERVED BY THE CITY OF BURBANK IN RESOLUTION OF INTENTION NO. 2411, ADOPTED MAY 13, 1941, ACCEPTED BY RESOLUTION NO. 2501 ON MAY 17, 1941, A CERTIFIED COPY OF SAID RESOLUTION NO. 2501 BEING RECORDED MAY 19, 1944 AS INSTRUMENT NO. 1190 IN BOOK 20959 PAGE 108, OFFICIAL RECORDS.

SAID MATTER AFFECTS: THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE VOCATED PORTION OF CLYBOURN AVENUE, 50 FEET WIDE, EXTENDING NORTHWESTERLY FROM A LINE PARALLEL TO AND DISTANT, NORTHEASTERLY, 60 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY (COAST LINE, 100 FEET WIDE), AS SHOWN ON MAP OF TRACT 7619, RECORDED IN BOOK 78, PAGES 70 AND 71 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, TO THE EASTERLY PROLONGATION OF A LINE PARALLEL TO AND DISTANT, SOUTHERLY 75 FEET, MEASURED AT RIGHT ANGLES, FROM THE TANGENT PORTION OF THE SOUTHERLY LINE OF LOT 20, TRACT NO. 10700, AS SHOWN ON MAP RECORDED IN BOOK 166, PAGES 11 AND 12 OF MAPS, RECORDS OF SAID COUNTY, SAID PARALLEL LINE BEING THE SOUTHERLY LINE OF SHERMAN WAY, AS SHOWN ON SAID TRACT NO. 10700.

29. AN EASEMENT FOR ELECTRICAL ENERGY, WATER AND OTHER PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF BURBANK AS RECITED IN AN UNRECORDED REVESTING JUDGMENT ENTERED JANUARY 30, 1951 IN UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA CENTRAL DIVISION NO. 3695 CIVIL. (TRACT NO. 106).

SAID MATTER AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THAT PORTION OF LOT 5 OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BURBANK, LYING WESTERLY OF THE WESTERLY LINE OF LOT "A" OF TRACT NO. 3008, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LYING BETWEEN THE NORTH LINE OF LOT 1 OF TRACT NO. 7619, AS PER MAP RECORDED IN BOOK 78 PAGES 70 AND 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SHERMAN WAY, 50 FEET WIDE, AS SHOWN ON THE MAP OF TRACT 10629, AS PER MAP RECORDED IN BOOK 165 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

30. AN EASEMENT FOR PUBLIC STREET PURPOSES OVER THOSE PORTIONS OF PARCEL 1 OF SAID LAND WITHIN VINELAND AVENUE, 50 FEET WIDE, FORMERLY CAKAENGE AVENUE, AND TUJUNGA AVENUE, AS SHOWN UPON THE SUBDIVISION OF LANKERSHIM RANCH & WATER CO. RECORDED IN BOOK 31 PAGES 39 ET SEQ OF MISCELLANEOUS RECORDS; ALSO PRIVATE EASEMENTS FOR INGRESS AND EGRESS IN FAVOR OF OWNERS OF LOTS OF SAID SUBDIVISION, AND ANY SUBDIVISIONS THEREOF, SUCH EASEMENTS HAVING BEEN ACQUIRED UNDER CONVEYANCES OF LOTS BY REFERENCE THERETO.

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31. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA TELEPHONE COMPANY, A CORPORATION
FOR : UNDERGROUND COMMUNICATION STRUCTURES
RECORDED : JUNE 3, 1946 AS INSTRUMENT NO. 2697 IN BOOK 23016 PAGE 438, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE EASTERLY 15 FEET OF LOT 76 OF SAID LANKERSHIM RANCH LAND & WATER CO. TRACT, EXCEPT THEREFROM THE NORTHERLY 175 FEET THEREOF

SAID EASEMENT WAS SUBORDINATED TO THE EASEMENT HEREINAFTER REFERRED TO IN EXCEPTION NO. 32, AN AGREEMENT OF SUBORDINATION DATED AUGUST 23, 1967, EXECUTED BY THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, SUCCESSOR IN INTEREST TO SOUTHERN CALIFORNIA TELEPHONE COMPANY, RECORDED SEPTEMBER 6, 1967, IN BOOK M-2650 PAGE 660, OFFICIAL RECORDS, AS INSTRUMENT NO. 3139, UPON THE EXPRESSED CONDITIONS THEREIN SET FORTH.

32. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF LOS ANGELES
FOR : PUBLIC STREET
RECORDED : JULY 11, 1967 AS INSTRUMENT NO. 3492 IN BOOK D-3699 PAGE 596, OFFICIAL RECORDS
AFFECTS : THOSE PORTIONS OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE WESTERLY 25 FEET OF LOT 60, PROPERTY OF THE LANKERSHIM RANCH LAND & WATER CO., AS PER MAP RECORDED IN BOOK 31, PAGES 39 TO 44, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

ALSO, THE EASTERLY 25 FEET OF LOTS 61 AND 76 OF SAID PROPERTY OF THE LANKERSHIM RANCH LAND & WATER CO.

EXCEPTING THEREFROM THE SOUTHERLY 745 FEET OF SAID WESTERLY 25 FEET OF LOT 60.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 129.50 FEET OF SAID EASTERLY 25 FEET OF LOT 61.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID EASTERLY 25 FEET OF LOT 76 LYING SOUTHERLY OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO THE CITY OF LOS ANGELES RECORDED IN BOOK D-607, PAGE 429, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER.

33. A WAIVER IN FAVOR OF THE CITY OF LOS ANGELES OF ANY CLAIM FOR DAMAGES TO SAID LAND BY REASON OF ANY CHANGE OF GRADE MADE NECESSARY BY THE CONSTRUCTION OF THE PUBLIC STREET EASEMENT REFERRED TO ABOVE AS CONTAINED IN THE DEED FROM LOCKHEED AIR TERMINAL INC., A DELAWARE CORPORATION RECORDED JULY 11, 1967 AS INSTRUMENT NO. 3492 IN BOOK D-3699 PAGE 596, OFFICIAL RECORDS.

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34. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF LOS ANGELES
FOR : PUBLIC STREET
RECORDED : AUGUST 19, 1969 AS INSTRUMENT NO. 2777 IN BOOK D-4471 PAGE 652, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THAT PORTION OF THE SOUTH 745 FEET OF THE WEST HALF OF LOT 60 OF THE PROPERTY OF THE LANKERSHIM RANCH LAND & WATER CO.'S SUBDIVISION, AS PER MAP RECORDED IN BOOK 31, PAGES 39 TO 44, INCLUSIVE, OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF VINELAND AVENUE, 50 FEET WIDE, DISTANT NORTH 00 DEGREES 00 MINUTES 25 SECONDS WEST ALONG SAID CENTER LINE 419.66 FEET FROM THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 60 AND THE CENTER LINE OF VINELAND AVENUE; THENCE NORTH 65 DEGREES 54 MINUTES EAST A DISTANCE OF 27.39 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT, SAID LAST MENTIONED POINT IS THE TRUE POINT OF BEGINNING FOR PURPOSES OF THIS DESCRIPTION; THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE NORTH 65 DEGREES 54 MINUTES EAST 27.39 FEET TO THE EASTERLY LINE OF THE WESTERLY 25 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 745 FEET OF SAID LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE WESTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE TRUE POINT OF BEGINNING.

35. A WAIVER IN FAVOR OF THE CITY OF LOS ANGELES OF ANY CLAIM FOR DAMAGE THAT MAY BE CAUSED BY REASON OF ANY CHANGE OF GRADE MADE NECESSARY BY THE CONSTRUCTION OF THE PUBLIC EASEMENT REFERRED TO ABOVE AS CONTAINED IN THE DEED FROM LOCKHEED AIR TERMINAL, INC., A CORPORATION, RECORDED AUGUST 19, 1969 AS INSTRUMENT NO. 2777 IN BOOK D-4471 PAGE 652, OFFICIAL RECORDS.

36. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF LOS ANGELES
FOR : PUBLIC STREET
RECORDED : JULY 21, 1958 AS INSTRUMENT NO. 4222 IN BOOK D-161 PAGE 251, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL OF PARCEL 1 SAID LAND INCLUDED WITHIN THE WESTERLY 15 FEET OF LOT 62 OF SAID LANKERSHIM RANCH LAND & WATER CO.

37. A WAIVER IN FAVOR OF THE CITY OF LOS ANGELES OF ANY CLAIM FOR DAMAGES TO SAID LAND BY REASON OF ANY CHANGE OF GRADE MADE NECESSARY BY THE CONSTRUCTION OF THE PUBLIC STREET EASEMENT REFERRED TO ABOVE AS CONTAINED IN THE DEED FROM LOCKHEED AIR TERMINAL INC., A CORPORATION RECORDED JULY 21, 1958 AS INSTRUMENT NO. 4222 IN BOOK D-161 PAGE 251, OFFICIAL RECORDS.

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38. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF LOS ANGELES
FOR : PUBLIC ROAD AND HIGHWAY, TO BE KNOWN AS VINELAND AVENUE
RECORDED : DECEMBER 13, 1923 AS INSTRUMENT NO. 1452 IN BOOK 2924 PAGE 119, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE WESTERLY 15 FEET OF LOT 77 OF SAID LANKERSHIM RANCH LAND AND WATER CO. TRACT.
39. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CITY OF BURBANK
FOR : PUBLIC ROAD, HIGHWAY AND STREET
RECORDED : APRIL 4, 1929 AS INSTRUMENT NO. 1545 IN BOOK 7432 PAGE 361, OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE SOUTHERLY 60 FEET OF THE WESTERLY 50 FEET OF LOT 1 OF SAID TRACT NO. 7619
40. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : THE CITY OF LOS ANGELES
FOR : TOWER LINE TOGETHER WITH NECESSARY FIXTURES IN CONNECTION WITH THE USE OF SAID TOWER LINE
RECORDED : APRIL 13, 1954 AS INSTRUMENT NO. 3023 IN BOOK 44317 PAGE 39, OF OFFICIAL RECORDS
AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THE NORTHERLY 10 FEET OF THE SOUTHERLY 17.40 FEET OF THAT PORTION OF LOT 78, OF THE PROPERTY OF THE LANKERSHIM RANCH LAND AND WATER COMPANY, AS PER MAP THEREOF RECORDED IN BOOK 31, PAGES 39 TO 44 INCLUSIVE, OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, DESCRIBED IN DEED RECORDED IN BOOK 18452, PAGE 45 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

NOTE: THE COMPANY IS IN RECEIPT OF A COPY OF A LETTER DATED JANUARY 13, 1978 FROM THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES REFERENCE THEIR FILE P-61409, WHEREIN IT IS STATED IN PART THAT THE DEPARTMENT'S POWER SYSTEM DOES NOT OBJECT TO RELEASING THE 10-FOOT POWER EASEMENT ON A PORTION OF LOT 78 OF LANKERSHIM RANCH LAND AND WATER COMPANY IN THE VICINITY OF CLYBOURN AVENUE NORTH OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AS RECORDED IN THE ABOVE-MENTIONED DEED, AND THAT PROCEEDINGS HAVE BEEN INITIATED TO QUITCLAIM SAID EASEMENT.

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41. (DELETED)

42. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF SUBDIVISION : NO. 11346 IN BOOK 260 PAGES 36, 37 AND 38 OF MAPS IN FAVOR OF : CITY OF LOS ANGELES FOR : STREET AND HIGHWAY AFFECTS : THOSE PORTIONS OF PARCELS 1G AND 1H INCLUDED WITHIN THE LINES OF VANOWEN STREET, CLYBOURN AVENUE AND VICTORY BOULEVARD

43. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, IN FAVOR OF : CITY OF LOS ANGELES FOR : PUBLIC STREET AND HIGHWAY RECORDED : JULY 9, 1946 AS INSTRUMENT NO. 3622 IN BOOK 23341 PAGE 418, OFFICIAL RECORDS AFFECTS : THOSE PORTIONS OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THREE PARCELS OF LAND BEING PORTIONS OF SAID LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, SAID PARCELS BEING INDIVIDUALLY DESCRIBED AS FOLLOWS:

(A) A PORTION OF LOT 60, AS SHOWN ON SAID MAP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 60 WITH THE EAST LINE OF VINELAND AVENUE, 50 FEET WIDE, AS SHOWN ON SAID MAP; THENCE NORTH 0 DEGREES 00 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID VINELAND AVENUE 430.86 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED IN BOOK 20559, PAGE 118 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 65 DEGREES 54 MINUTES EAST ALONG SAID NORTHERLY LINE 27.39 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 25 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID VINELAND AVENUE; THENCE SOUTH 0 DEGREES 00 MINUTES 25 SECONDS EAST ALONG SAID PARALLEL LINE 442.06 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 60; THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 60, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING.

(B) A PORTION OF LOT 61, AS SHOWN ON SAID MAP, DESCRIBED AS FOLLOWS:

THE EAST 25 FEET (MEASURED WEST FROM THE WEST LINE OF VINELAND AVENUE, 50 FEET WIDE, AS SHOWN ON SAID MAP), OF THE SOUTHERLY 129.50 FEET OF THE EAST HALF OF SAID LOT 61.

(C) A PORTION OF LOT 77, AS SHOWN ON SAID MAP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 77 WITH A LINE PARALLEL WITH AND DISTANT 15 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF VINELAND AVENUE, 50 FEET WIDE, AS SHOWN ON SAID MAP, SAID INTERSECTION BEING IDENTICAL WITH THE NORTHEAST CORNER OF THAT CERTAIN STRIP OF LAND, 15 FEET WIDE, CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 2924, PAGE 119 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 0 DEGREES 00 MINUTES 25 SECONDS EAST

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ALONG SAID PARALLEL LINE, BEING IDENTICAL WITH THE EAST LINE OF SAID 15-FOOT STRIP, A DISTANCE OF 443.12 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 76 DEGREES 37 MINUTES 55 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY, A DISTANCE OF 10.28 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 10 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF SAID 15-FOOT STRIP OF LAND CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES; THENCE NORTH 0 DEGREES 00 MINUTES 25 SECONDS WEST, ALONG SAID LAST MENTIONED PARALLEL LINE, 445.49 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 77; THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 77, A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING.

44. (DELETED)

45. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, CONDEMNED BY FINAL DECREE

IN FAVOR OF : CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
 FOR : PUBLIC UNDERGROUND SANITARY SEWER
 CASE NO. : 954 356, SUPERIOR COURT, COUNTY OF LOS ANGELES
 RECORDED : OCTOBER 14, 1969 AS INSTRUMENT NO. 3523 IN BOOK D-4524 PAGE 845, OFFICIAL RECORDS

EFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, INCLUDED WITHIN A STRIP OF LAND 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 15 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARMINTA STREET, 60 FEET WIDE, WITH A LINE PARALLEL WITH AND DISTANT 12 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAN FERNANDO ROAD (NORTHEASTERLY ROADWAY), 60 FEET WIDE, AS SAID CENTER LINES ARE SHOWN ON MAP OF TRACT NO. 20377, RECORDED IN BOOK 760, PAGES 51, 52 AND 53 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID LAST MENTIONED CENTER LINE TO HAVE A BEARING OF SOUTH 51 DEGREES 03 MINUTES 50 SECONDS EAST FOR PURPOSES OF THIS DESCRIPTION; THENCE SOUTH 55 DEGREES 09 MINUTES 07 SECONDS WEST 196.83 FEET; THENCE SOUTH 52 DEGREES 01 MINUTES 29 SECONDS WEST 374.255 FEET.

EXCEPTING THEREFROM THAT PORTION WITHIN THE COMSTOCK TRACT, AS PER MAP RECORDED IN BOOK 13, PAGE 181 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER.

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAN FERNANDO ROAD (SOUTHWESTERLY ROADWAY), 70 FEET WIDE, AS SAID SOUTHWESTERLY LINE IF SHOWN ON SAID MAP OF TRACT NO. 20377.

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SAID INSTRUMENT, AMONG OTHER THINGS, CONTAINS OR PROVIDES THE FOLLOWING:

THE RIGHT OF THE OWNER TO USE THE SURFACE OF THE ABOVE DESCRIBED 10 FOOT EASEMENT AND TO CONSTRUCT IMPROVEMENTS THEREON, PROVIDING SAID IMPROVEMENTS ARE CONSTRUCTED IN A MANNER WHICH DOES NOT EXCEED THE LOAD BEARING DESIGN CAPABILITIES OF THE UNDERGROUND SANITARY SEWER CONSTRUCTED IN SAID EASEMENT.

46. (DELETED)

47. A LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED,

TYPE OF LEASE : COMMERCIAL

DATED : SEPTEMBER 4, 1962

LESSOR : LOCKHEED AIR TERMINAL INC.

LESSEE : UNITED STATES OF AMERICA

TERM : FROM AUGUST 1, 1962 TO JUNE 30, 1963

RECORDED : SEPTEMBER 12, 1962 IN BOOK M-1102 PAGE 394, OFFICIAL RECORDS AS INSTRUMENT NO. 4273

AFFECTS : THAT PORTION OF SAID LAND INCLUDED WITHIN THE FOLLOWING PREMISES:

BEGINNING FROM THE LOS ANGELES CITY ENGINEER'S MONUMENT 9-N-22 LOCATED AT THE INTERSECTION OF CLYBOURNE AND VALERIO AVENUE; THENCE SOUTH 7 DEGREES 07 MINUTES 50 SECONDS EAST FOR A DISTANCE OF TWO HUNDRED FIFTY AND NINETY HUNDREDTHS (250.90) FEET TO A CONCRETE NAIL; THENCE NORTH 82 DEGREES 52 MINUTES 10 SECONDS EAST FOR A DISTANCE OF FIFTY AND NO HUNDREDTHS (50.00) FEET TO A 1/2" IRON PIN AND THE TRUE POINT OF BEGINNING; THENCE ON THIS SAME NORTH 82 DEGREES 52 MINUTES 10 SECONDS EAST BEARING FOR A DISTANCE OF ONE HUNDRED FORTY-TWO AND NO HUNDREDTHS (142.00) FEET TO AN 1/2" IRON PIN; THENCE SOUTH 02 DEGREES 02 MINUTES 30 SECONDS EAST FOR A DISTANCE OF FIFTY-FIVE AND FORTY-FIVE HUNDREDTHS (55.45) FEET TO AN 1/2" IRON PIN; THENCE SOUTH 26 DEGREES 16 MINUTES 50 SECONDS WEST FOR A DISTANCE OF SIXTY-FIVE AND FIFTY-SEVEN HUNDREDTHS (65.57) FEET TO AN 1/2" IRON PIN; THENCE SOUTH 82 DEGREES 52 MINUTES 10 SECONDS WEST FOR A DISTANCE OF ONE HUNDRED ONE AND NO HUNDREDTHS (101.00) FEET TO AN 1/2" IRON PIN; THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST FOR A DISTANCE OF ONE HUNDRED TEN AND NO HUNDREDTHS (110.00) FEET TO THE TRUE POINT OF BEGINNING; ALL BEARING ARE TRUE.

SAID LEASE RECITES, AMONG OTHER THINGS, THAT SAID LEASE MAY, AT THE OPTION OF THE LESSEE, BE RENEWED FROM YEAR TO YEAR UPON THE TERMS AND CONDITIONS THEREIN PROVIDED.

48. THE TERMS AND PROVISIONS OF A NOTICE OF CONSENT TO USE OF LAND DATED JUNE 1, 1966 EXECUTED BY LOCKHEED AIR TERMINAL, INC. RECORDED JUNE 1, 1966 AS INSTRUMENT NO. 3239 WHEREIN A CONSENT WAS GIVEN TO THE CITY OF BURBANK TO ERECT A ONE, 10 FOOT HIGH TRAFFIC SIGNAL POLE WITH ONE SIGNAL HEAD ON THAT CERTAIN PORTION OF LAND OWNED BY SAID LOCKHEED AIR TERMINAL, INC. DESCRIBED AS FOLLOWS:

A CIRCULAR AREA 4 FEET IN DIAMETER, HAVING ITS CENTER LOCATED 52 FEET WEST OF THE EASTERLY BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, CITY

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OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND 22 FEET SOUTH OF THE NORTHERLY BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

49. A POLE SETTING LICENSE DATED JULY 29, 1969, EXECUTED BY LOCKHEED AIR TERMINAL, INC., RECORDED SEPTEMBER 8, 1969 IN BOOK M-3298 PAGE 174, OFFICIAL RECORDS, AS INSTRUMENT NO. 2717, WHEREBY THE UNITED STATES OF AMERICA FOR THE BENEFIT TO THE HOLLYWOOD-BURBANK AIRPORT WAS GRANTED THE LICENSE, RIGHT AND PRIVILEGE OF SETTING 2 POLES ON LOCKHEED AIR TERMINAL, INC., PROPERTY, AND INSTALLING AND MAINTAINING LIGHTS ON SAID POLES AND THE RIGHT TO INSTALL CABLE FROM EXISTING MANHOLES TO LOCATION OF NEW TERMINAL POLES WHICH WILL BE LOCATED AS FOLLOWS:

A PLOT OF LAND MEASUREING TEN FEET BY EIGHTEEN FEET, THE EASTERLY LINE, 18' IN LENGTH, LYING 50° WESTERLY AND PARALLEL TO THE CENTERLINE OF VINELAND AVENUE AND THE SOUTHERLY LINE, 10' IN LENGTH, BEING A PORTION OF THE NORTHERLY LINE OF THE RAILROAD RIGHT OF WAY OF THE SOUTHERN PACIFIC CO., A PORTION OF LOT 76 AS RECORDED IN BOOK 36143, PAGE 385, IN THE OFFICE OF THE COUNTY RECORDER, LOS ANGELES COUNTY.

SAID INSTRUMENT, AMONG OTHER THINGS, PROVIDES THAT THE POLES SHALL BE INSTALLED ON THE PROPERTY OF THE UNDERSIGNED LICENSOR ADJACENT TO A FACILITY INSTALLED BY THE GOVERNMENT, DESIGNATED AS THE APPROACH LIGHT SYSTEM, HOLLYWOOD-BURBANK AIRPORT.

50. THE EFFECT OF AN INSTRUMENT, AFFECTING THIS AND OTHER PROPERTY, ENTITLED "DESCRIPTION OF THE LAND WITHIN THE PROJECT AREA OF THE GOLDEN STATE REDEVELOPMENT PROJECT IN THE CITY OF BURBANK AND STATEMENT THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT AREA HAVE BEEN INSTITUTED UNDER THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW", RECORDED DECEMBER 29, 1970 AS INSTRUMENT NO. 3044, WHICH RECITES:

"PROCEEDINGS FOR THE REDEVELOPMENT OF THE PROJECT AREA KNOWN AND DESIGNATED AS THE GOLDEN STATE REDEVELOPMENT PROJECT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, HAVE BEEN INSTITUTED UNDER THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW (PART 1, DIVISION 24, HEALTH AND SAFETY CODE) PURSUANT TO A REDEVELOPMENT PLAN APPROVED AND ADOPTED ON THE 22ND DAY OF DECEMBER, 1970, BY THE CITY COUNCIL OF THE CITY OF BURBANK BY ORDINANCE NO. 2269."

51. THE EFFECT OF AN INSTRUMENT, AFFECTING THIS AND OTHER PROPERTY, ENTITLED "REDELOPMENT AGENCY OF THE CITY OF BURBANK, CALIFORNIA REDEVELOPMENT PLAN FOR THE GOLDEN STATE REDEVELOPMENT PROJECT DECEMBER 1970", RECORDED DECEMBER 29, 1970 AS INSTRUMENT NO. 3045, AS MORE PARTICULARLY DESCRIBED AND PROVIDED THEREIN.

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52. (DELETED)

53. (DELETED)

54. (DELETED)

55. (DELETED)

56. (DELETED)

57. (DELETED)

58. (DELETED)

59. (DELETED)

60. (DELETED)

61. (DELETED)

62. (DELETED)

63. (DELETED)

64. (DELETED)

65. (DELETED)

66. THE COVENANTS AND AGREEMENTS CONTAINED IN THE DEED EXECUTED BY UNITED STATES OF AMERICA RECORDED JUNE 27, 1973 AS INSTRUMENT NO. 701 IN BOOK D-5923 PAGE 541, OFFICIAL RECORDS.

SAID MATTER AFFECTS: A PORTION OF PARCEL 1 OF SAID LAND, PARCELS 1G AND 1H OF SAID LAND AND OTHER LANDS.

67. A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED HEREIN

DATED : MAY 31, 1973

AMOUNT : \$32,823,135.51, EVIDENCE BY A PROMISSORY NOTE OF EVEN DATE IN THE SUM OF \$27,078,750.00 AND A PROMISSORY NOTE OF EVEN DATE IN THE SUM OF \$5,744,385.51

TRUSTOR : LOCKHEED AIRCRAFT CORPORATION

TRUSTEE : SECURITY TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION

BENEFICIARY : UNITED STATES OF AMERICA

RECORDED : JUNE 27, 1973 IN BOOK T-8302 PAGE 735, OFFICIAL RECORDS

INSTRUMENT NO.: 702

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SAID MATTER AFFECTS: A PORTION OF PARCEL 1 OF SAID LAND, PARCELS 1G AND 1H OF SAID LAND AND OTHER LANDS.

68. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
 IN FAVOR OF : CITY OF BURBANK
 FOR : PUBLIC UTILITIES
 RECORDED : NOVEMBER 20, 1975 AS INSTRUMENT NO. 2872 IN BOOK D-6877 PAGE 109, OFFICIAL RECORDS
 AFFECTS : THAT PORTION OF PARCEL 1 OF SAID LAND INCLUDED WITHIN THAT PORTION OF LOT 3 AND LOT 4 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, ACCORDING TO THE OFFICIAL PLAT THEREOF

BEGINNING AT THE INTERSECTION OF THE WESTERLY TERMINUS OF COHASSET STREET AS DEEDED TO THE CITY OF BURBANK BY DEED RECORDED IN BOOK 50661, PAGE 218, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE NORTHERLY BOUNDARY LINE OF THE CITY OF BURBANK AS ANNEXED TO SAID CITY BY RESOLUTION NO. 91 PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF BURBANK, APRIL 12, 1915; THENCE WESTERLY ALONG SAID NORTHERLY LINE 9.00 FEET; THENCE SOUTH 75 DEGREES 47 MINUTES 42 SECONDS WEST 143.14 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY, MEASURED AT RIGHT ANGLES, 38.00 FEET FROM SAID NORTHERLY BOUNDARY LINE; THENCE WESTERLY ALONG SAID PARALLEL LINE 714.00 FEET; THENCE NORTH 66 DEGREES 22 MINUTES 00 SECONDS WEST 99.54 FEET TO SAID NORTHERLY BOUNDARY LINE; THENCE WESTERLY ALONG SAID NORTHERLY BOUNDARY LINE TO THE EASTERLY LINE OF THE LAND DEEDED TO THE CITY OF BURBANK BY DEED RECORDED IN BOOK 4793, PAGE 140, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY, MEASURED AT RIGHT ANGLES, 17.00 FEET FROM SAID NORTHERLY BOUNDARY LINE; THENCE EASTERLY ALONG SAID PARALLEL LINE 847.03 FEET; THENCE SOUTH 60 DEGREES 35 MINUTES 32 SECONDS EAST 93.06 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY BOUNDARY LINE 61.00 FEET; THENCE EASTERLY ALONG SAID PARALLEL LINE 715.00 FEET TO AN ANGLE POINT; THENCE NORTH 75 DEGREES 47 MINUTES 42 SECONDS EAST TO THE WESTERLY TERMINUS OF SAID COHASSET STREET; THENCE NORTHERLY ALONG SAID WESTERLY TERMINUS TO THE POINT OF BEGINNING.

69. (DELETED)

70. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF
 SUBDIVISION : NO. 13171 AS PER MAP RECORDED IN BOOK 256 PAGES 47 AND 48 OF MAPS
 IN FAVOR OF : CITY OF LOS ANGELES
 FOR : PUBLIC STREET
 AFFECTS : PARCEL 5 OF SAID LAND

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71. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF SUBDIVISION : NO. 25529 AS PER MAP RECORDED IN BOOK 676 PAGES 2 TO 7 INCLUSIVE OF MAPS
IN FAVOR OF : CITY OF LOS ANGELES
FOR : PUBLIC STREET
AFFECTS : PARCEL 3B OF SAID LAND INCLUDED WITHIN VINEDALE STREET, 29 FEET WIDE, AS SHOWN ON THE MAP OF SAID SUBDIVISION NO. 25529
72. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF SUBDIVISION : NO. 25529 AS PER MAP RECORDED IN BOOK 676 PAGES 2 TO 7 INCLUSIVE OF MAPS
IN FAVOR OF : CITY OF LOS ANGELES
FOR : SANITARY SEWER
AFFECTS : PARCEL 3B OF SAID LAND INCLUDED WITHIN THE 6 FOOT EASEMENT AS DELINEATED ON SAID MAP
73. (DELETED)
74. AN EASEMENT FOR PUBLIC STREET PURPOSES TO BE KNOWN AS VINEDALE STREET, AS ACCEPTED AS A PUBLIC STREET BY RESOLUTIONS ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOS ANGELES ON AUGUST 7, 1963 AND ON JANUARY 2, 1968. CERTIFIED COPIES OF SAID RESOLUTIONS BEING RECORDED ON AUGUST 16, 1963 AS INSTRUMENT NO. 6217 AND RECORDED JANUARY 8, 1968 AS INSTRUMENT NO. 2678,
SAID MATTER AFFECTS: A PORTION OF PARCEL 3B OF SAID LAND
75. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF SUBDIVISION : NO. 20377 RECORDED IN BOOK 760 PAGES 51 TO 53 INCLUSIVE OF MAPS
IN FAVOR OF : CITY OF LOS ANGELES
FOR : SANITARY SEWER
AFFECTS : THAT PORTION OF PARCEL 5A OF SAID LAND LYING WITHIN THE NORTHERLY 5 FEET OF LOT 3 AND WITHIN THE SOUTHERLY 5 FEET OF LOT 4 OF SAID SUBDIVISION NO. 20377
76. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF SUBDIVISION : NO. 30336 AS PER MAP RECORDED IN BOOK 770 PAGES 1 AND 2 OF MAPS
IN FAVOR OF : CITY OF LOS ANGELES
FOR : PUBLIC STREET
AFFECTS : PARCEL 3E OF SAID LAND INCLUDED WITHIN VINEVALLEY DRIVE AS SHOWN ON SAID SUBDIVISION NO. 30336

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77. THE TERMS, COVENANTS AND AGREEMENTS CONTAINED IN THAT CERTAIN MEMORANDUM OF AGREEMENT DATED OCTOBER 29, 1973 EXECUTED BY LOCKHEED AIR TERMINAL, INC., A CORPORATION AND MICHAEL GOLAND, RECORDED DECEMBER 31, 1973 AS INSTRUMENT NO. 565.

SAID MATTER AFFECTS: PARCEL 5A OF SAID LAND

78. THE REQUIREMENT THAT ANY CONVEYANCE EXECUTED IN REGARD TO THIS TRANSACTION BE AUTHORIZED BY THE CALIFORNIA STATE PUBLIC UTILITIES COMMISSION PURSUANT TO THE PUBLIC UTILITIES ACT, AND/OR THE INTERSTATE COMMERCE COMMISSION, IF APPLICABLE.

79. INFORMATION IN POSSESSION OF THIS COMPANY INDICATES THAT A DIVISION OF LAND IS CONTEMPLATED IN THE CURRENT TRANSACTION INVOLVING THE LAND DESCRIBED IN THIS REPORT. SUCH CONTEMPLATED DIVISION OF LAND WOULD APPEAR TO FALL WITHIN THE PURVIEW OF THE SUBDIVISION MAP ACT AND AS A PREREQUISITE TO THE CLOSING OF SAID TRANSACTION, AT LEAST ONE OF THE FOLLOWING REQUIREMENTS MUST BE ACCOMPLISHED TO THIS COMPANY'S SATISFACTION:

- (1) THAT A SUBDIVISION MAP HAS BEEN RECORDED IN COMPLIANCE WITH THE SUBDIVISION MAP ACT OR RELATED LOCAL ORDINANCES;
- (2) THAT A PARCEL MAP HAS BEEN RECORDED IN COMPLIANCE WITH THE SUBDIVISION MAP ACT OR RELATED LOCAL ORDINANCES; OR
- (3) THAT A CERTIFICATE OF COMPLIANCE AS PROVIDED FOR IN THE SUBDIVISION MAP ACT HAS BEEN RECORDED; OR THAT OTHER SATISFACTORY EVIDENCE INDICATING COMPLIANCE OR NON VIOLATION BE FURNISHED.

NOTE: THE ABOVE REFERRED TO EXCEPTION WILL BE OMITTED UPON THE SALE TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY.

80. THE EASEMENTS AND THE RIGHTS OF THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS GRANTEE UNDER DEED DATED JANUARY 10, 1978, EXECUTED BY LOCKHEED AIR TERMINAL, INC., A CORPORATION, AS GRANTOR, RECORDED JANUARY 27, 1978 AS INSTRUMENT NO. 78-108389 OF OFFICIAL RECORDS, TO CONSTRUCT, PLACE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE AND REMOVE SUCH UNDERGROUND COMMUNICATION STRUCTURES AS SAID GRANTEE MAY FROM TIME TO TIME REQUIRED IN ORDER TO FURNISH TELEPHONE AND COMMUNICATION SERVICE TO SAID GRANTOR, SAID GRANTORS TENANTS AND LESSEES AND VENDEES OF SAID GRANTOR, CONSISTING OF CABLES, CONDUITS, MANHOLES, MARKERS, PEDESTALS AND NECESSARY FIXTURES AND APPURTENANCES IN, UNDER AND UPON THAT PORTION OF PARCEL 1 OF SAID LAND, BEING MORE PARTICULARLY THOSE PORTIONS OF SECTIONS 4 AND 5, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; THAT PORTION OF LOT 1, TRACT 8428 AS SHOWN ON MAP RECORDED IN BOOK 117, PAGES 6 AND 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THAT PORTION OF LOT 1, TRACT 7619 AS SHOWN ON MAP RECORDED IN BOOK 78, PAGES 70 AND 71 OF SAID MAPS; THAT PORTION OF LOT A, TRACT 3008 AS SHOWN ON MAP RECORDED IN BOOK 34, PAGE 71 OF SAID MAPS; AND THAT PORTION OF LOT 59 OF THE PROPERTY OF THE LANKERSHIM RANCH LAND AND WATER CO. AS PER MAP RECORDED IN BOOK 31, PAGES 39 ET SEQ. OF MISCELLANEOUS RECORDS IN THE OFFICE OF SAID COUNTY RECORDER, AS TO;

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STRIP 1:

PARTIALLY WITHIN A 10.00 FOOT WIDE STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 5.00 FEET OF THE EASTERLY 97.00 FEET OF THE WESTERLY 1,281.66 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN (HEREINAFTER DESCRIBED AS NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4;" AND

THE 6.00 FEET IN A NORTH-SOUTH DIRECTION AND 30.00 FEET IN AN EAST-WEST DIRECTION, THE CENTER OF SAID PARCEL BEING 588.50 FEET EASTERLY OF THE WEST BOUNDARY OF NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4, AND 8.00 FEET NORTHERLY OF THE SOUTH BOUNDARY OF NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4; AND

BEGINNING AT A POINT LOCATED 5.00 FEET NORTHERLY OF THE SOUTH LINE OF NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4, AND 153.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4, MEASURED PARALLEL TO SAID SOUTH LINE; THENCE NORTHERLY 19.00 FEET; THENCE SOUTHEASTERLY (45 DEGREES) 18.40 FEET; THENCE EASTERLY 75.00 FEET; THENCE SOUTHERLY 6.00 FEET; THENCE WESTERLY 88.00 FEET TO THE POINT OF BEGINNING.

THE RIGHT TO USE THE EXISTING UTILITY TUNNEL SITUATED CONTIGUOUS TO THE SOUTH LINE OF NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4, AND EXTENDING FROM A POINT 32.50 FEET EASTERLY OF THE SOUTHWEST CORNER OF NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4, 1,152.20 FEET EASTERLY AND PARALLEL TO SAID SOUTH LINE; AND

THE RIGHT TO USE THE EXISTING UTILITY TUNNEL BEGINNING AT A POINT 32.50 FEET EASTERLY OF THE SOUTHWEST CORNER OF NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4; THENCE ADJACENT TO THE EXISTING CURB IN A SOUTHWESTERLY DIRECTION APPROXIMATELY 80.0 FEET WITH A RADIUS OF 45 FEET MORE OR LESS. THIS SEGMENT OF TUNNEL IS ALSO PARTIALLY IN STRIP 5.

STRIP 2:

THE RIGHT TO USE THE EXISTING UTILITY TUNNEL WHICH IS INSTALLED FOR A DISTANCE OF 250.00 FEET IN A NORTHERLY DIRECTION BEGINNING FROM A POINT 151.25 FEET EASTERLY FROM THE SOUTHWEST CORNER OF NORTHWEST 1/4, SOUTHEAST 1/4, SECTION 4, MEASURED ALONG THE SOUTH LINE THEREOF TO BE KNOWN AS POINT "A." A POINT 234.00 FEET NORTHERLY OF THE POINT OF BEGINNING AND IN THE CENTERLINE OF SAID TUNNEL IS HEREINAFTER REFERRED TO AS POINT "B." FROM POINT "B" A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. NORTH 32 DEGREES 03 MINUTES 05 SECONDS WEST 32.00 FEET; THENCE NORTH 0 DEGREES 56 MINUTES 55 SECONDS EAST 151.00 FEET; THENCE NORTH 15 DEGREES 56 MINUTES 55 SECONDS EAST 22.00 FEET; THENCE NORTH 1 DEGREES 46 MINUTES 11 SECONDS EAST 898.79 FEET TO A POINT IN THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4.

THE SIDELINES OF SAID STRIP OF LAND BEYOND THE TUNNEL ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN SAID NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 4 AND SOUTHEASTERLY IN THE WESTERLY LINE OF THE ABOVE DESCRIBED 250.0 FOOT TUNNEL.

STRIP 3:

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A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 247.00 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, WITH THE WESTERLY LINE OF HOLLYWOOD WAY, 100.00 FEET WIDE; THENCE ALONG SAID PARALLEL LINE, NORTH 89 DEGREES 03 MINUTES 05 SECONDS WEST 1,341.84 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E"; THENCE CONTINUING ALONG SAID PARALLEL LINE, NORTH 89 DEGREES 03 MINUTES 05 SECONDS WEST 152.66 FEET; THENCE SOUTH 8 DEGREES 01 MINUTES 48 SECONDS WEST 280.00 FEET; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, SOUTH 1 DEGREES 01 MINUTES 48 SECONDS WEST 624.50 FEET; THENCE SOUTH 63 DEGREES 00 MINUTES 00 SECONDS WEST 290.50 FEET; THENCE NORTH 70 DEGREES 00 MINUTES 00 SECONDS WEST 421.00 FEET; THENCE NORTH 77 DEGREES 30 MINUTES 00 SECONDS WEST 92.00 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 00 SECONDS WEST 69.61 FEET TO THE NORTHERLY LINE OF EMPIRE AVENUE LYING NORTHERLY OF THE SOUTHERN PACIFIC RAILROAD (COAST LINE) RIGHT OF WAY.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE EASTERLY IN SAID WESTERLY LINE OF HOLLYWOOD WAY, 100.00 FEET WIDE AND SOUTHERLY IN SAID NORTHERLY LINE OF EMPIRE AVENUE.

STRIP 4:

A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE-MENTIONED POINT "B"; THENCE NORTH 45 DEGREES 56 MINUTES 55 SECONDS EAST 18.38 FEET TO THE CENTERLINE OF THE ABOVE DESCRIBED STRIP 3.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED AS TO TERMINATE NORTHEASTERLY IN THE SOUTHERLY LINE OF SAID STRIP 3, AND SOUTHWESTERLY IN THE EASTERLY LINE OF THE ABOVE DESCRIBED 250.00 FOOT TUNNEL.

STRIP 5:

A PORTION OF THE LAST TUNNEL SEGMENT DESCRIBED IN STRIP 1.

STRIP 6:

A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT 1, TRACT 7619 WITH THE NORTHERLY LINE OF EMPIRE AVENUE AS SAID AVENUE IS ESTABLISHED NORTHERLY OF THE SOUTHERN PACIFIC RAILROAD (COAST LINE) RIGHT OF WAY; THENCE ALONG SAID NORTHERLY LINE, SOUTH 76 DEGREES 35 MINUTES 53 SECONDS EAST 33.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 7 DEGREES 34 MINUTES 00 SECONDS WEST 1.979.00 FEET; THENCE NORTH 3 DEGREES 15 MINUTES 00 SECONDS EAST 118.00 FEET; THENCE NORTH 2 DEGREES 00 MINUTES 00 SECONDS EAST 3.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE NORTH 2 DEGREES 00 MINUTES 00 SECONDS EAST 600.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE NORTH 2 DEGREES 00 MINUTES 00 SECONDS EAST 69.00 FEET.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO

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TERMINATE SOUTHERLY IN SAID NORTHERLY LINE OF EMPIRE AVENUE.

STRIP 7:

A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE MENTIONED POINT "C"; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST 54.05 FEET TO A POINT IN A LINE HAVING A BEARING OF SOUTH 0 DEGREES 01 MINUTES 58 SECONDS WEST THAT PASSES THROUGH A POINT IN THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SHERMAN WAY, 50.00 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 10629, RECORDED IN BOOK 165, PAGES 34 AND 35 OF SAID MAPS, DISTANT THEREON NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 35.17 FEET FROM ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF CLYBOURN AVENUE AS SHOWN ON SAID MAP OF TRACT NO. 10629.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE WESTERLY IN SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES 01 MINUTE: 58 SECONDS WEST.

STRIP 8:

A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE-MENTIONED POINT "D"; THENCE NORTH 88 DEGREES 00 MINUTE: 00 SECONDS WEST 83.75 FEET TO THE EASTERLY LINE OF CLYBOURN AVENUE AS SHOWN ON SAID MAP OF TRACT NO. 10629.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY LINE OF CLYBOURN AVENUE.

STRIP 9:

A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE-MENTIONED POINT "E"; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 0 DEGREES 56 MINUTES 55 SECONDS EAST, SAID CURVE ALSO BEING TANGENT TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, THROUGH A CENTRAL ANGLE OF 90 DEGREES 04 MINUTES 53 SECONDS, AN ARC DISTANCE OF 94.33 FEET; THENCE ALONG SAID PROLONGATION, SOUTH 1 DEGREES 01 MINUTES 48 SECONDS WEST 157.33 FEET; THENCE SOUTH 8 DEGREES 33 MINUTES 50 SECONDS EAST 30.00 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE SOUTHERLY IN SAID NORTHERLY LINE OF THE SOUTHWEST-1/4 OF THE SOUTHEAST 1/4 OF SECTION 4.

STRIP 10:

A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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BEGINNING AT THE ABOVE-MENTIONED POINT "E"; THENCE SOUTH, 407.00 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 12 SECONDS EAST 52.77 FEET TO THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE SOUTHERLY LINE OF THE ABOVE-DESCRIBED STRIP 3 AND EASTERLY IN SAID WESTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4.

STRIP 11:

A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 WITH THE WESTERLY LINE OF HOLLYWOOD WAY, 100.00 FEET WIDE; THENCE ALONG SAID NORTHERLY LINE, NORTH 89 DEGREES 01 MINUTES 33 SECONDS WEST 108.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 58 MINUTES 27 SECONDS WEST 48.00 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, NORTH 89 DEGREES 01 MINUTES 33 SECONDS WEST 93.00 FEET; THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS WEST 42.00 FEET; THENCE NORTH 87 DEGREES 50 MINUTES 00 SECONDS WEST 470.00 FEET; THENCE WEST, 429.50 FEET; THENCE NORTH 12 DEGREES 20 MINUTES 00 SECONDS EAST 54.60 FEET TO SAID NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 4.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN SAID NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 4.

SAID INSTRUMENT, AMONG OTHER THINGS, PROVIDES FOR:

- (A) AN AGREEMENT THAT STRIPS 1, 4 AND 5 SHALL BE USED BY GRANTEE IN COMMON WITH GRANTOR OR ANY CORPORATION OR ENTITY AFFILIATED WITH IT, AND THAT SUCH COMMON USE BY GRANTEE SHALL BE ON A BASIS THAT DOES NOT INTERFERE WITH THE PROPERTY OR USE OF GRANTEE OR ANY CORPORATION OR ENTITY AFFILIATED WITH IT.
- (B) AN AGREEMENT AS TO STRIPS 2, 3, 4, 6, 9, 10 AND 11, WHICH ARE IN, UNDER AND UPON THAT CERTAIN PROPERTY COMMONLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT, THAT GRANTEE'S ACCESS TO SUCH EASEMENTS SHALL BE CONDUCTED IN A REASONABLE MANNER SO AS NOT TO INTERFERE WITH THE OPERATIONS OF SUCH AIRPORT.
- (C) THAT WHEN ANY TELEPHONE FACILITIES PLACED PURSUANT TO SAID INSTRUMENT, ARE NO LONGER REQUIRED TO FURNISH COMMUNICATIONS SERVICE TO THE PARTIES NAMED THEREIN, GRANTEE SHALL REMOVE SAID FACILITIES. GRANTOR SHALL RETAIN OWNERSHIP OF ALL SUPPORTING STRUCTURES COVERED IN THE EASEMENTS DESCRIBED THEREIN.
- (D) THE RIGHT OF THE GRANTEE THEREUNDER TO ENTER UPON SAID LAND AT ALL TIMES FOR THE PURPOSE OF EXERCISING THE RIGHTS GRANTED IN SAID INSTRUMENT.
- (E) THAT THE GRANTEE SHALL BE LIABLE TO GRANTOR FOR ANY DAMAGE WHICH MAY OCCUR TO THE ABOVE DESCRIBED PROPERTY BY REASON OF NEGLIGENCE ON THE PART OF THE GRANTEE IN THE EXERCISE OF THE EASEMENTS GRANTED.

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81. AN EASEMENT OVER THE WEST 30 FEET OF PARCEL 11 FOR ROAD AND PUBLIC UTILITY PURPOSES, AS RESERVED BY G. E. ELLINGSON, A SINGLE MAN, IN DEED RECORDED AUGUST 8, 1947 AS INSTRUMENT NO. 696 IN BOOK 24815 PAGE 436, OFFICIAL RECORDS AND AS GRANTED TO OTHERS BY MESNE RECORDED DEEDS AMONG SAID DEEDS BEING THAT CERTAIN DEED RECORDED AUGUST 2, 1949 AS INSTRUMENT NO. 695, IN BOOK 30678 PAGE 213, OFFICIAL RECORDS

DESCRIPTION:

PARCEL 1:

THAT CERTAIN PARCEL OF LAND PARTLY IN THE CITY OF BURBANK AND PARTLY IN THE CITY OF LOS ANGELES; COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND BEING MORE PARTICULARLY THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 2 NORTH RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; PARCEL 10 AS SHOWN ON LICENSED SURVEYORS MAP FILED IN BOOK 14 PAGE 1 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THAT PORTION OF LOT 1 OF TRACT NO. 23182 AS SHOWN ON MAP RECORDED IN BOOK 627 PAGES 82 AND 83 OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER; THAT PORTION OF LOTS 3, 4 AND 5 AND OF THE SOUTHEAST 1/4 OF SECTION 4 TOWNSHIP 1 NORTH RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; ALL OF LOTS 10 TO 22 INCLUSIVE AND THAT PORTION OF LOT 23 AND ALSO PORTIONS OF THE ALLEY, TULARE AVENUE AND CLYBOURN AVENUE (ALL NOW VACATED) AS SHOWN ON THE MAP OF TRACT NO. 10629 RECORDED IN BOOK 165 PAGES 34 AND 35 OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER; ALL LOT A OF TRACT NO. 3008 AS SHOWN ON MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER; ALL OF LOT 1 OF TRACT NO. 7619 AS SHOWN ON MAP RECORDED IN BOOK 78 PAGES 70 AND 71 OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER; ALL OF LOT 1 OF TRACT NO. 8428 AS SHOWN ON MAP RECORDED IN BOOK 117 PAGES 6 AND 7 OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER; LOTS A AND 11 TO 30 INCLUSIVE AND THOSE PORTIONS OF LOT B AND LOTS 1 TO 10 INCLUSIVE OF TRACT NO. 2532 AS SHOWN ON MAP RECORDED IN BOOK 28 PAGE 81 OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER; THOSE PORTIONS OF LOTS 59 TO 61 INCLUSIVE AND LOTS 75 TO 78 INCLUSIVE, VINELAND AVENUE 50 FEET WIDE, TUJUNGA AVENUE, 50 FEET WIDE, AS SHOWN ON THE MAP OF PROPERTY OF THE LANKERSHIM RANCH LAND AND WATER CO., RECORDED IN BOOK 31 PAGES 39 ET SEQ., OF MISCELLANEOUS RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ALL DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF WAY, 100 FEET WIDE, AS DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC RAILROAD COMPANY RECORDED IN BOOK 1550 PAGE 290 OF DEEDS IN THE OFFICE OF SAID COUNTY RECORDER WITH THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, SAID INTERSECTION BEING HEREINAFTER REFERRED TO AS POINT 'A'; THENCE NORTH 01 DEGREES 01 MINUTES 48 SECONDS EAST ALONG SAID WESTERLY LINE 987.44 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4; THENCE SOUTH 89 DEGREES 03 MINUTES 05 SECONDS EAST ALONG SAID NORTHERLY LINE 1281.87 FEET TO A POINT IN THE WESTERLY LINE OF HOLLYWOOD WAY, 100 FEET WIDE, SAID POINT BEING HEREINAFTER REFERRED TO AS POINT 'B'; THENCE CONTINUING SOUTH 89 DEGREES 03 MINUTES 05 SECONDS EAST ALONG SAID NORTHERLY LINE 50.00 FEET TO THE CENTER LINE OF SAID HOLLYWOOD WAY AND THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE NORTH 01 DEGREES 00 MINUTES 12 SECONDS EAST ALONG THE EASTERLY LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4 A DISTANCE OF 1331.26 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE NORTH 89 DEGREES 01 MINUTES 33 SECONDS

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WEST ALONG SAID NORTHERLY LINE 50.00 FEET TO A POINT IN THE WESTERLY LINE OF SAID HOLLYWOOD WAY, 100 FEET WIDE, SAID POINT BEING HEREINAFTER REFERRED TO AS POINT C; THENCE CONTINUING NORTH 89 DEGREES 01 MINUTES 33 SECONDS WEST ALONG SAID NORTHERLY LINE TO AND ALONG THE SOUTHERLY LINE OF SAID LOT A OF TRACT NO. 3008 A DISTANCE OF 1819.55 FEET TO A POINT BEING HEREINAFTER REFERRED TO AS POINT D; THENCE NORTH 12 DEGREES 54 MINUTES 21 SECONDS WEST 2897.71 FEET TO THE EASTERLY LINE OF THE WESTERLY 89.62 FEET OF LOTS 1 TO 10 INCLUSIVE OF SAID TRACT NO. 2532, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 1 OF SAID TRACT NO. 23182; THENCE NORTH 0 DEGREE 09 MINUTES 03 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LAST MENTIONED LOT 1 AND THE NORTHERLY PROLONGATION THEREOF 1142.53 FEET TO THE SOUTHERLY LINE OF KESWICK STREET, 60 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 23182; THENCE NORTH 88 DEGREES 50 MINUTES 24 SECONDS WEST ALONG SAID KESWICK STREET 254.19 FEET TO THE SOUTHERLY PROLONGATION OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE LAND SHOWN ON LICENSED SURVEYORS MAP FILED IN BOOK 14 PAGE 1 OF RECORD OF SURVEYS IN THE OFFICE OF SAID COUNTY RECORDER THAT PASSES THROUGH A POINT IN THE NORTHERLY LINE OF SAID KESWICK STREET DISTANT EASTERLY THEREON 165.90 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 17591 PAGE 285 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH 0 DEGREE 10 MINUTES 13 SECONDS EAST ALONG SAID PROLONGATION TO AND ALONG SAID PARALLEL LINE 237.49 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF PARCEL 10 OF SAID LICENSED SURVEYORS MAP; THENCE NORTH 39 DEGREES 25 MINUTES 03 SECONDS EAST ALONG SAID PROLONGATION TO AND ALONG SAID SOUTHEASTERLY LINE 140.23 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 10; SAID MOST EASTERLY CORNER BEING IN THE SOUTHWESTERLY LINE OF SAN FERNANDO ROAD, 50 FEET WIDE, AS SHOWN ON SAID LAST MENTIONED MAP; THENCE NORTH 50 DEGREES 37 MINUTES 57 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 540.03 FEET TO A POINT DISTANT THEREON SOUTH 50 DEGREES 37 MINUTES 57 SECONDS EAST 1067.50 FEET FROM THE WESTERLY LINE OF SAID SECTION 33; THENCE SOUTH 0 DEGREE 10 MINUTES 13 SECONDS WEST 25.81 FEET TO A LINE PARALLEL WITH AND DISTANT 20 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE; THENCE NORTH 50 DEGREES 37 MINUTES 57 SECONDS WEST ALONG SAID PARALLEL LINE 106 FEET, THENCE NORTH 0 DEGREE 10 MINUTES 13 SECONDS EAST 25.81 FEET TO SAID SOUTHWESTERLY LINE; THENCE NORTH 50 DEGREES 37 MINUTES 57 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 435 FEET TO A POINT DISTANT THEREON SOUTH 50 DEGREES 37 MINUTES 57 SECONDS EAST 526.50 FEET FROM THE WESTERLY LINE OF SAID SECTION 33; THENCE SOUTH 0 DEGREE 10 MINUTES 13 SECONDS WEST 25.81 FEET TO SAID LAST MENTIONED PARALLEL LINE; THENCE NORTH 50 DEGREES 37 MINUTES 57 SECONDS WEST ALONG SAID PARALLEL LINE 100 FEET; THENCE NORTH 0 DEGREE 10 MINUTES 13 SECONDS EAST 25.81 FEET TO SAID SOUTHWESTERLY LINE; THENCE NORTH 50 DEGREES 37 MINUTES 57 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 426.50 FEET TO THE WESTERLY LINE OF SAID SECTION 33; THENCE SOUTH 0 DEGREE 10 MINUTES 13 SECONDS WEST ALONG SAID WESTERLY LINE 1282.04 FEET TO THE NORTHERLY LINE OF KESWICK STREET, FORMERLY BALFOUR STREET, 60 FEET WIDE AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED IN BOOK 6545 PAGE 195 OF DEEDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 88 DEGREES 56 MINUTES 56 SECONDS EAST ALONG SAID NORTHERLY LINE 130.02 FEET TO A LINE PARALLEL WITH AND DISTANT 130 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID SECTION 33; THENCE SOUTH 0 DEGREE 10 MINUTES 13 SECONDS WEST ALONG SAID PARALLEL LINE 707.31 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED IN BOOK 4497 PAGE 249 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 88 DEGREES 56 MINUTES 56 SECONDS EAST ALONG SAID NORTHERLY LINE 202.07 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED IN BOOK 14853 PAGE 37 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 0 DEGREE 08 MINUTES 34 SECONDS WEST ALONG SAID WESTERLY LINE 184.02 FEET TO A POINT DISTANT THEREON NORTH 0 DEGREE 08 MINUTES

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34 SECONDS EAST 462.023 FEET FROM THE SOUTH LINE OF SAID SECTION 33; THENCE NORTH 88 DEGREES 56 MINUTES 56 SECONDS WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE 332.17 FEET TO THE WESTERLY LINE OF SAID SECTION 33; THENCE SOUTH 0 DEGREE 10 MINUTES 13 SECONDS WEST ALONG SAID WESTERLY LINE 184.02 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 56 SECONDS EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 332.26 FEET TO SAID WESTERLY LINE OF THE LAND DESCRIBED IN SAID BOOK 14853 PAGE 37 OF OFFICIAL RECORDS; THENCE SOUTH 0 DEGREE 08 MINUTES 34 SECONDS WEST ALONG SAID WESTERLY LINE 278 FEET TO SAID SOUTH LINE OF SECTION 33; THENCE SOUTH 88 DEGREES 56 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF SECTION 33 SAID LINE BEING ALSO THE NORTHERLY LINE OF LOT 4 OF SAID SECTION 4 A DISTANCE OF 162.72 FEET TO THE EASTERLY LINE OF THE WESTERLY 495.00 FEET OF SAID LOT 4; THENCE SOUTH 02 DEGREES 19 MINUTES 04 SECONDS WEST ALONG SAID EASTERLY LINE 988.49 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTHERLY 352.00 FEET OF SAID WESTERLY 495.00 FEET OF LOT 4; THENCE NORTH 89 DEGREES 10 MINUTES 44 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 352.00 FEET A DISTANCE OF 495.17 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF SECTION 4; THENCE NORTH 02 DEGREES 19 MINUTES 04 SECONDS EAST ALONG SAID WESTERLY LINE OF LOT 4 OF SECTION 4 A DISTANCE OF 30 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 10 OF TRACT NO. 10629; THENCE SOUTH 82 DEGREES 52 MINUTES 28 SECONDS WEST ALONG SAID PROLONGATION TO AND ALONG SAID NORTHERLY LINE OF LOT 10 A DISTANCE OF 143.75 FEET TO THE EASTERLY LINE OF CLYBOURN AVENUE AS SHOWN ON SAID MAP OF TRACT NO. 10629; THENCE SOUTH 07 DEGREES 07 MINUTES 33 SECONDS EAST ALONG SAID CLYBOURN AVENUE 864.28 FEET TO THE WESTERLY LINE OF SAID LOT A OF TRACT NO. 3008; THENCE SOUTH 02 DEGREES 19 MINUTES 04 SECONDS WEST ALONG SAID WESTERLY LINE 245.94 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SHERMAN WAY, 50 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 10629; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST ALONG SAID EASTERLY PROLONGATION 5.50 FEET TO A POINT IN SAID PROLONGED LINE DISTANT THEREON NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 35.17 FEET FROM ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE OF CLYBOURN AVENUE; THENCE SOUTH 0 DEGREE 01 MINUTES 58 SECONDS WEST 457.71 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 06 SECONDS WEST 417.69 FEET; THENCE SOUTH 0 DEGREE 02 MINUTES 24 SECONDS WEST 16.80 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 552.02 FEET; THENCE NORTH 0 DEGREE 02 MINUTES 24 SECONDS EAST 25.56 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 06 SECONDS WEST 1495.56 FEET TO THE WESTERLY LINE OF SAID LOT 60 OF PROPERTY OF THE LANKERSHIM RANCH LAND & WATER COMPANY, SAID WESTERLY LINE BEING THE EASTERLY LINE OF VINELAND AVENUE, 50 FEET WIDE, THENCE SOUTH 0 DEGREE 02 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 514.85 FEET TO A LINE EXTENDING SOUTH 89 DEGREES 01 MINUTES 57 SECONDS EAST FROM A POINT IN THE CENTER LINE OF TUJUNGA AVENUE, 50 FEET WIDE; DISTANT THEREON NORTH 0 DEGREE 01 MINUTES 58 SECONDS EAST 406.44 FEET FROM THE INTERSECTION OF SAID CENTER LINE AND THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 62 OF THE PROPERTY OF THE LANKERSHIM RANCH LAND & WATER CO; THENCE NORTH 89 DEGREES 01 MINUTES 57 SECONDS WEST ALONG SAID LINE 2666.10 FEET TO THE CENTER LINE OF SAID TUJUNGA AVENUE; THENCE SOUTH 0 DEGREE 01 MINUTES 58 SECONDS WEST ALONG SAID CENTER LINE 180.43 FEET TO THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF WAY, 130 FEET WIDE AS DESCRIBED IN THE DEED TO SOUTHERN PACIFIC RAILROAD COMPANY RECORDED IN BOOK 1601 PAGE 224 OF DEEDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE GENERAL NORTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF WAY ESTABLISHED BY THOSE VARIOUS DEEDS RECORDED ON JULY 10, 1902 IN BOOK NO. 1601 PAGE 224 OF DEEDS, ON FEBRUARY 4, 1902 IN BOOK 1527 PAGE 251 OF DEEDS, ON MARCH 21, 1902 IN BOOK 1550 PAGE 138 OF DEEDS, ON MARCH 21, 1902 IN BOOK 1540 PAGE 319 OF DEEDS, ON FEBRUARY 4, 1902 IN BOOK 1539 PAGE 127 OF DEEDS, ON MAY 1, 1902 IN BOOK 1574 PAGE 109 OF DEEDS AND ON APRIL 17, 1902 IN BOOK 1550 PAGE

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290 OF DEEDS ALL IN THE OFFICE OF SAID COUNTY RECORDER THE FOLLOWING COURSES AND DISTANCES; SOUTH 76 DEGREES 35 MINUTES 32 SECONDS EAST 1357.18 FEET, SOUTH 0 DEGREE 01 MINUTES 59 SECONDS WEST 30.84 FEET; SOUTH 76 DEGREES 35 MINUTES 32 SECONDS EAST 2713.98 FEET, NORTH 0 DEGREE 02 MINUTES 00 SECONDS EAST 30.84 FEET, SOUTH 76 DEGREES 35 MINUTES 32 SECONDS EAST 1491.33 FEET, SOUTH 07 DEGREES 07 MINUTES 42 SECONDS EAST 32.03 FEET AND SOUTH 76 DEGREES 35 MINUTES 32 SECONDS EAST 2416.87 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED LAND INCLUDED WITHIN A STRIP OF LAND 30.00 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 01 MINUTES 57 SECONDS EAST 900.72 FEET FROM A POINT IN SAID CENTER LINE OF TUJUNGA AVENUE, 50.00 FEET WIDE, DISTANT ALONG SAID CENTER LINE NORTH 0 DEGREE 01 MINUTES 58 SECONDS EAST 421.44 FEET FROM THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 62; THENCE WESTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS 477.68 FEET, A RADIAL LINE FROM THE BEGINNING HAVING A BEARING OF SOUTH 0 DEGREE 58 MINUTES 03 SECONDS WEST A DISTANCE OF 348.04 FEET; THENCE SOUTH 49 DEGREES 13 MINUTES 19 SECONDS WEST 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 477.68 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 167.68 FEET TO THE NORTHEASTERLY LINE OF THE 130.00 FEET RIGHT OF WAY OF SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN THE DEED RECORDED IN BOOK 1601 PAGE 224 OF DEEDS IN THE OFFICE OF SAID COUNTY RECORDER.

RESERVING AN EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND 30 FEET IN WIDTH, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE, THE NORTHERLY LINE OF WHICH IS THAT CERTAIN ABOVE DESCRIBED COURSE ALONG THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 AND THE SOUTHERLY LINE OF LOT A OF SAID TRACT NO. 3008 HAVING A BEARING AND LENGTH OF "NORTH 89 DEGREES 01 MINUTES 33 SECONDS" WEST 1819.55 FEET, THE SIDE LINES OF SAID 30 FEET STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN A LINE THAT BEARS NORTH 12 DEGREES 54 MINUTES 21 SECONDS WEST AND PASSES THRU THE ABOVE MENTIONED POINT "D" AND TO TERMINATE EASTERLY IN A LINE THAT BEARS NORTH 01 DEGREES 00 MINUTES 12 SECONDS EAST AND PASSES THRU THE ABOVE MENTIONED POINT "C".

ALSO RESERVING AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT 1 OF SAID TRACT NO. 8428 AND THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE ABOVE MENTIONED POINT "A"; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 TO THE ABOVE MENTIONED POINT "B"; THENCE NORTHERLY ALONG THE WESTERLY LINE OF HOLLYWOOD WAY, 100 FEET WIDE, TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 70.00 FEET, SAID CURVE ALSO BEING TANGENT AT ITS SOUTHERLY END WITH A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 33 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG SAID CURVE TO ITS POINT OF TANGENCY WITH SAID LAST MENTIONED PARALLEL LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE NORTHEASTERLY LINE OF THE ABOVE MENTIONED SOUTHERN PACIFIC

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RAILROAD (COAST LINE) RIGHT OF WAY DESCRIBED IN HEREINBEFORE MENTIONED DEED RECORDED IN BOOK 1550 PAGE 290 OF SAID DEEDS; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING.

ALSO RESERVING AN EASEMENT FOR ACCESS TO THE EAST-WEST RUNWAY OF THE HOLLYWOOD-BURBANK AIRPORT FROM GATE 10 OVER THE SOUTH 550.00 FEET OF THE WEST 100.00 FEET OF THE EAST 350.00 FEET OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST.

PARCEL 1A:

AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND MAINTAINING A SERVICE TUNNEL FOR PIPES, CONDUITS, PAVEMENT, CURBING AND SIDEWALK, AS GRANTED TO UNITED AIRPORTS COMPANY OF CALIFORNIA, LTD., A DELAWARE CORPORATION, IN DEED RECORDED FEBRUARY 15, 1941 AS INSTRUMENT NO. 1190 IN BOOK 18138 PAGE 382, OFFICIAL RECORDS OVER THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4 TOWNSHIP 1 NORTH RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4 SOUTH 89 DEGREES 24 MINUTES 18 SECONDS EAST 36.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 35 MINUTES 38 SECONDS A DISTANCE OF 47.19 FEET TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE NORTH 0 DEGREES 40 MINUTES 23 SECONDS EAST ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 1B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4 TOWNSHIP 1 NORTH RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF AND THAT PORTION OF LOT A OF TRACT NO. 3008 IN SAID CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WITHIN A STRIP OF LAND 30 FEET WIDE, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE, THE SOUTHERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE NORTH 89 DEGREES 01 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4 TO AND ALONG THE SOUTHERLY LINE OF SAID LOT A, A DISTANCE OF 1869.55 FEET.

THE NORTHERLY LINE OF SAID 30 FOOT STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN A LINE THAT BEARS NORTH 12 DEGREES 54 MINUTES 21 SECONDS WEST AND PASSES THRU POINT "D" IN THE HEREINABOVE DESCRIBED PARCEL 1 AND TO TERMINATE EASTERLY IN THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4.

PARCEL 1C:

AN EASEMENT AND RIGHT OF WAY TO CONSTRUCT A DIKE AND THE USES APPURTENANT THERETO OVER A PARCEL OF LAND SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF

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LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 1 AND 2, COMSTOCK TRACT, AS SHOWN ON MAP RECORDED IN BOOK 13 PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO G. D. LYNCH AND NITA V. LYNCH BY DEED RECORDED IN BOOK 6890 PAGE 372, OF OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHEAST CORNER BEING ON THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 0 DEGREES 11 MINUTES 49 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 152.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 11 MINUTES 49 SECONDS WEST ALONG SAID EASTERLY LINE 95.94 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 11 SECONDS WEST 278.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 275.0 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 12 MINUTES 31 SECONDS, AN ARC DISTANCE OF 77.80 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE NORTH 3 DEGREES 00 MINUTES 20 SECONDS WEST 12.83 FEET TO THE NORTHWEST CORNER OF LAND DESCRIBED IN SAID DEED; THENCE SOUTH 89 DEGREES 48 MINUTES 11 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LAND 105.23 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 345.0 FEET WHICH INTERSECTION A RADIAL LINE BEARS SOUTH 41 DEGREES 47 MINUTES 37 SECONDS WEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE 32 MINUTES 12 SECONDS AN ARC DISTANCE OF 9.25 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 11 SECONDS EAST, TANGENT TO SAID LAST MENTIONED CURVE 213.33 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 1D:

AN EASEMENT AND RIGHT OF WAY TO CONSTRUCT A DIKE AND THE USES APPURTENANT THERETO OVER A PARCEL OF LAND SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LOT 2, COMSTOCK TRACT, AS SHOWN ON MAP RECORDED IN BOOK 13 PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 1 OF SAID COMSTOCK TRACT; THENCE SOUTH 0 DEGREES 11 MINUTES 49 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 451.13 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO G. D. LYNCH AND NITA V. LYNCH BY DEED RECORDED IN BOOK 6890 PAGE 372, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LAND 162.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LAND DESCRIBED IN DEED TO G. D. LYNCH AND NITA V. LYNCH 105.23 FEET TO THE NORTHWEST CORNER OF SAID LAST MENTIONED LAND, SAID NORTHWEST CORNER BEING ON THE WESTERLY LINE OF SAID LOT 2; THENCE NORTH 3 DEGREES 00 MINUTES 20 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 65.50 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 345 FEET FROM WHICH POINT OF INTERSECTION A RADIAL LINE BEARS SOUTH 20 DEGREES 34 MINUTES 40 SECONDS WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 12 MINUTES 57 SECONDS AN ARC DISTANCE OF 127.75 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 1E:

AN EASEMENT AND RIGHT OF WAY TO CONSTRUCT A DIKE AND THE USES APPURTENANT THERETO OVER A PARCEL OF LAND SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF

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LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 1 AND 2, COMSTOCK TRACT AS SHOWN ON MAP RECORDED IN BOOK 13 PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 1 OF COMSTOCK TRACT; THENCE SOUTH 0 DEGREES 11 MINUTES 49 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 451.13 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO G. D. LYNCH AND NITA V. LYNCH BY DEED RECORDED IN BOOK 6890 PAGE 372 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LAND 45.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST 117.19 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 345.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 41 DEGREES 47 MINUTES 37 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 12 MINUTES 57 SECONDS, AN ARC DISTANCE OF 127.75 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2 OF COMSTOCK TRACT, A RADIAL LINE FROM SAID POINT BEARS SOUTH 20 DEGREES 34 MINUTES 40 SECONDS WEST; THENCE NORTH 3 DEGREES 00 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 85.78 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 15 DEGREES 56 MINUTES 46 SECONDS WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27 DEGREES 23 MINUTES 03 SECONDS, AN ARC DISTANCE OF 203.13 FEET; THENCE TANGENT TO SAID CURVE SOUTH 46 DEGREES 40 MINUTES 11 SECONDS EAST 76.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 1F:

THE PERPETUAL EASEMENT TO INTERMITTENTLY FLOOD AND INUNDATE THE FOLLOWING DESCRIBED LAND FOR THE PURPOSES OF CONTROLLING STORM WATER RUN-OFF IN CONNECTION WITH THE PROTECTION, OPERATION AND MAINTENANCE OF AN EXISTING DIKE, SAID LAND BEING DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 1 AND 2, COMSTOCK TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 12 PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN; THENCE SOUTH 0 DEGREES 11 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 10.18 FEET TO THE SOUTHWESTERLY LINE OF SAN FERNANDO ROAD, 50 FEET WIDE, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 1 OF COMSTOCK TRACT; THENCE CONTINUING SOUTH 0 DEGREES 11 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND ALONG THE EAST LINE OF SAID LOT 1 OF THE COMSTOCK TRACT 451.13 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO G. D. LYNCH AND NITA V. LYNCH BY DEED RECORDED IN BOOK 6890 PAGE 372, OFFICIAL RECORDS OF SAID COUNTY; THENCE CONTINUING SOUTH 0 DEGREES 11 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 OF COMSTOCK TRACT 42.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 11 MINUTES 49 SECONDS WEST ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 109.62 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 11 SECONDS WEST 213.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 345.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREES 32 MINUTES 12 SECONDS, AN ARC DISTANCE OF 9.25 FEET TO A POINT IN THE NORTHERLY LINE OF LAND DESCRIBED IN SAID DEED TO G. D. LYNCH, AND NITA V.

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LYNCH, A RADIAL LINE FROM SAID POINT BEARS SOUTH 41 DEGREES 47 MINUTES 37 SECONDS WEST; THENCE SOUTH 89 DEGREES 48 MINUTES 11 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LAND 117.19 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 11 SECONDS EAST 62.11 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 1G:

AN EASEMENT FOR A SANITARY SEWER OVER A STRIP OF LAND, 10 FEET IN WIDTH, OVER THOSE PORTIONS OF LOTS 79 AND 98 OF LANKERSHIM RANCH LAND & WATER CO.'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THE DEEDS TO MURRAY W. COX, RECORDED FEBRUARY 13, 1942, AS INSTRUMENT NO. 122, IN BOOK 19079 PAGE 377, OFFICIAL RECORDS, AND RECORDED JANUARY 10, 1942, AS INSTRUMENT NO. 127, IN BOOK 19007 PAGE 251, OFFICIAL RECORDS, THE CENTER LINE OF SAID 10 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF VAN OWEN STREET (50 FEET WIDE), DISTANT THEREON SOUTH 89 DEGREES 50 MINUTES 40 SECONDS WEST, 85.59 FEET FROM THE NORTHERLY PROLONGATION OF THE MOST WESTERLY LINE OF LOT A OF TRACT NO. 7341, AS PER MAP RECORDED IN BOOK 77 PAGE 90 OF MAPS, RECORDS IN SAID RECORDER'S OFFICE; THENCE SOUTH 27 DEGREES 16 MINUTES 40 SECONDS EAST, 49.43 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 63 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE MOST WESTERLY LINE OF SAID LOT A; THENCE SOUTH 0 DEGREES 04 MINUTES 52 SECONDS EAST, ALONG SAID PARALLEL LINE 1936.52 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES 08 SECONDS WEST, TO THE CENTER LINE OF VICTORY BOULEVARD, 50 FEET WIDE.

PARCEL 1H:

A NON-EXCLUSIVE EASEMENT FOR A SANITARY SEWER OVER A STRIP OF LAND, 10 FEET IN WIDTH, OVER THAT PORTION OF LOT 78 OF LANKERSHIM RANCH LAND & WATER CO.'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39 ET SE. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THE DEED TO ADEL PRECISION PRODUCTS CORPORATION, RECORDED SEPTEMBER 28, 1940, AS INSTRUMENT NO. 269, IN BOOK 17844 PAGE 244, OFFICIAL RECORDS, THE CENTER LINE OF SAID 10 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF VANOWEN STREET (50 FEET WIDE), SOUTH 89 DEGREES 50 MINUTES 40 SECONDS WEST, 85.59 FEET FROM THE INTERSECTION OF THE CENTER LINE OF VANOWEN STREET, WITH THE NORTHERLY PROLONGATION OF THE MOST WESTERLY LINE OF LOT A OF TRACT NO. 7341, AS PER MAP RECORDED IN BOOK 77 PAGE 90 OF MAPS, IN SAID RECORDER'S OFFICE; THENCE NORTH 27 DEGREES 16 MINUTES 40 SECONDS WEST, 33.71 FEET; THENCE NORTH 0 DEGREES 04 MINUTES 52 SECONDS WEST, 290.95 FEET TO THE SOUTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY.

PARCEL 1I:

A PERMANENT EASEMENT AND RIGHT OF WAY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE AND OR USE (OR HAVE THE SAME ACCOMPLISHED BY OTHERS) A WATER MAIN AND PIPE UNDER THE SURFACE OF THAT CERTAIN STRIP OF LAND 5 FEET IN WIDTH AND 330.45 FEET IN LENGTH, CONSISTING OF 2 1/2 FEET ON EACH SIDE OF A LINE SITUATED 35 FEET SOUTH OF AND PARALLEL TO THE NORTH BOUNDARY LINE OF THE FOLLOWING DESCRIBED LAND.

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THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 2 NORTH RANGE 14 WEST SAN BERNARDINO MERIDIAN IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 01 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE THEREOF 330.45 FEET TO THE SOUTHWEST CORNER OF THE LAND CONVEYED TO YUSHITARO WADA BY DEED RECORDED IN BOOK 3280 PAGE 169 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0 DEGREES 04 MINUTES EAST ALONG THE WEST LINE OF THE LAND SO CONVEYED TO WADA, 278 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 30 SECONDS WEST 330.45 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION; THENCE SOUTH 0 DEGREES 04 MINUTES WEST TO THE POINT OF BEGINNING.

AS GRANTED TO LOCKHEED AIR TERMINAL, INC., A DELAWARE CORPORATION, BY DEED RECORDED AUGUST 17, 1954 AS INSTRUMENT NO. 2366 IN BOOK 45335 PAGE 399 OF OFFICIAL RECORDS.

PARCEL 2:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 20, DISTANT THEREON NORTH 0 DEGREES 47 MINUTES 47 SECONDS EAST 1511.02 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE AT RIGHT ANGLES NORTH 89 DEGREES 12 MINUTES 13 SECONDS WEST 50 FEET; THENCE PARALLEL WITH SAID SECTION LINE, NORTH 0 DEGREES 47 MINUTES 47 SECONDS EAST 50 FEET; THENCE AT RIGHT ANGLES SOUTH 89 DEGREES 12 MINUTES 13 SECONDS EAST 50 FEET TO A POINT IN SAID EAST LINE OF SECTION 20; THENCE SOUTH 0 DEGREES 47 MINUTES 47 SECONDS WEST ALONG SAID SECTION LINE 50 FEET TO THE POINT OF BEGINNING.

PARCEL 2A: (DELETED)

PARCEL 2B: (DELETED)

PARCEL 2C: (DELETED)

PARCEL 2D: (DELETED)

PARCEL 3:

A PARCEL OF LAND SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER BETWEEN SECTIONS 28 AND 29 OF TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, LOCATED ON THE EAST LINE OF WHEATLAND AVENUE, 40 FEET WIDE (FORMERLY KNOWN AS ORANGE COVE AVENUE) SAID POINT BEING IDENTICAL WITH THE SOUTHWESTERLY CORNER OF LOT 13, TRACT NO. 482, AS SHOWN ON A MAP RECORDED IN BOOK 15 PAGE 86 OF MAPS; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 410.00 FEET ALONG THE SOUTH LINE OF SAID LOT 13;

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THENCE NORTH 1 DEGREES 23 MINUTES 15 SECONDS EAST 13.39 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 843.90 FEET PARALLEL WITH THE SOUTH LINE OF LOTS 13, 12 AND 11 OF SAID TRACT; THENCE SOUTH 28 DEGREES 38 MINUTES 38 SECONDS EAST 386.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 39.45 FEET; THENCE SOUTH 1 DEGREES 23 MINUTES 15 SECONDS WEST 50.00 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 45 SECONDS WEST 50.00 FEET; THENCE NORTH 1 DEGREES 23 MINUTES 15 SECONDS EAST 50.00 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 10.55 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3A:

A PERMANENT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AND INCIDENTAL PURPOSES, OVER THAT PORTION OF THE NORTH 20 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THAT IS INCLUDED WITHIN A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT QUARTER CORNER BETWEEN SECTIONS 28 AND 29, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, LOCATED ON THE EAST LINE OF WHEATLAND AVENUE, 40 FEET WIDE, FORMERLY KNOWN AS ORANGE COVE AVENUE, SAID POINT BEING IDENTICAL WITH THE SOUTHWESTERLY CORNER OF LOT 13, TRACT 482, AS IN BOOK 15 PAGE 86 OF MAPS; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 410.00 FEET ALONG THE SOUTH LINE OF LOT 13; THENCE NORTH 1 DEGREES 23 MINUTES 15 SECONDS EAST 13.39 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 843.90 FEET PARALLEL WITH THE SOUTH LINE OF LOTS 13, 12 AND 11 OF SAID TRACT; THENCE SOUTH 28 DEGREES 38 MINUTES 38 SECONDS EAST 386.42 FEET TO THE SOUTHERLY TERMINUS THEREOF.

THE SIDE LINES OF THE ABOVE STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE AT THEIR NORTH END AT POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID 20 ACRE PARCEL AND SOUTHERLY IN A LINE PASSING THROUGH SAID SOUTHERLY TERMINUS AND HAVING A BEARING OF SOUTH 88 DEGREES 35 MINUTES 45 SECONDS EAST.

PARCEL 3B:

A PERMANENT EASEMENT AND RIGHT OF WAY FOR POLE LINES AND INCIDENTAL PURPOSES OVER, THROUGH, UNDER, ALONG AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THAT IS INCLUDED WITHIN A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE QUARTER CORNER BETWEEN SECTIONS 28 AND 29 OF TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, LOCATED ON THE EAST LINE OF WHEATLAND AVENUE, 40 FEET WIDE, (FORMERLY KNOWN AS ORANGE COVE AVENUE) SAID CORNER BEING IDENTICAL WITH THE SOUTHWESTERLY CORNER OF LOT 13 OF TRACT NO. 482, AS SHOWN ON A MAP RECORDED IN BOOK 15 PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 410.00 FEET ALONG THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 1 DEGREES 23 MINUTES 15 SECONDS EAST 13.39 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 843.90 FEET PARALLEL WITH THE SOUTH LINES OF LOTS 13,

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12 AND 11 OF SAID TRACT; THENCE SOUTH 28 DEGREES 38 MINUTES 38 SECONDS EAST 127.15 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28.

THE SIDE LINES OF THE ABOVE DESCRIBED STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, AND THE SOUTHERLY IN THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28.

A PORTION OF SAID EASEMENT IS A PORTION OF LOTS 125, 126, 133, AND VINEDALE STREET AS SHOWN ON MAP OF TRACT NO. 25529 RECORDED IN BOOK 676 PAGES 2 TO 7 INCLUSIVE OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 3C:

A PERMANENT EASEMENT AND RIGHT OF WAY FOR POLE LINES AND INCIDENTAL PURPOSES OVER, THROUGH, UNDER, ALONG AND ACROSS A STRIP OF LAND, 10 FEET WIDE, SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF THE EAST HALF OF LOT 11 OF TRACT NO. 482 AS SHOWN ON A MAP RECORDED IN BOOK 15 PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 13.39 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT 11 WITH THE WEST LINE OF THE SAID EAST HALF OF LOT 11; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 105.74 FEET; THENCE SOUTH 28 DEGREES 38 MINUTES 38 SECONDS EAST 15.47 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 11, DISTANT THEREON NORTH 88 DEGREES 36 MINUTES 45 SECONDS WEST 54 FEET, MORE OR LESS, FROM THE SOUTHEASTERLY CORNER THEREOF.

THE SIDE LINES OF THE ABOVE STRIP TO BE PROLONGED OR SHORTENED SO AS TO INTERSECT AT THEIR ANGLE POINTS AND TO TERMINATE IN THE WEST AND SOUTH LINES OF THE SAID EAST HALF OF LOT 11.

PARCEL 3D:

A PERMANENT EASEMENT AND RIGHT OF WAY FOR POLE LINES AND INCIDENTAL PURPOSES OVER, THROUGH, UNDER, ALONG AND ACROSS A PARCEL OF LAND SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THE NORTH 10 FEET OF THE SOUTHERLY 18.39 FEET OF THE WEST HALF OF LOT 11 OF TRACT NO. 482, AS SHOWN ON MAP RECORDED IN BOOK 15 PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3E:

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR POLE LINES AND INCIDENTAL PURPOSES, OVER, THROUGH, UNDER, ALONG AND ACROSS A PARCEL OF LAND SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THE EASTERLY 230 FEET OF THE NORTHERLY 10 FEET OF THE SOUTHERLY 18.39 FEET OF LOT 13 OF TRACT NO. 482 AS SHOWN ON MAP RECORDED IN BOOK 15 PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO THE NORTHERLY 10 FEET OF THE SOUTHERLY 18.39 FEET OF LOT 12 OF SAID TRACT NO. 482.

SAID EASEMENT IS A PORTION OF LOT 15, VINEDALE STREET AND VINEVALLEY DRIVE AS SHOWN ON MAP OF TRACT NO. 30336 RECORDED IN BOOK 770 PAGES 1 AND 2 OF MAPS, IN

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SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 3F:

A PERMANENT EASEMENT AND RIGHT OF WAY FOR POLE LINES AND INCIDENTAL PURPOSES, OVER, THROUGH, UNDER, ALONG AND ACROSS A STRIP OF LAND, 10 FEET WIDE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BOUNDED ON THE NORTH BY THE SOUTH LINE OF TRACT NO. 482 AS SHOWN ON A MAP RECORDED IN BOOK 15 PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ON THE SOUTH BY THE SOUTH LINE OF SAID NORTHWEST QUARTER, AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE QUARTER CORNER BETWEEN SECTIONS 28 AND 29 OF TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, LOCATED ON THE EAST LINE OF WHEATLAND AVENUE, 40 FEET WIDE, (FORMERLY KNOWN AS ORANGE COVE AVENUE), SAID CORNER BEING IDENTICAL WITH THE SOUTHWESTERLY CORNER OF LOT 13 OF SAID TRACT NO. 482; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 410.00 FEET ALONG THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 1 DEGREES 23 MINUTES 15 SECONDS EAST 13.39 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 45 SECONDS EAST 843.90 FEET PARALLEL WITH THE SOUTH LINE OF LOTS 13, 12 AND 11 OF SAID TRACT; THENCE SOUTH 28 DEGREES 38 MINUTES 38 SECONDS EAST 127.15 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28.

SAID EASEMENT IS A PORTION OF VINE DALE STREET AS SHOWN ON MAP OF TRACT NO. 30336 RECORDED IN BOOK 770 PAGES 1 AND 2 OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 4:

(DELETED)

PARCEL 5:

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR POLE LINES AND INCIDENTAL PURPOSES OVER, THROUGH, UNDER, ALONG AND ACROSS THAT PORTION OF LOT 4 OF TRACT NO. 3575, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41 PAGE 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 10 FEET WIDE, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT IN THE EASTERLY LINE OF WHEATLAND AVENUE, 30 FEET WIDE, DISTANT SOUTH 0 DEGREES 09 MINUTES 40 SECONDS WEST THEREON 107.21 FEET FROM ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTER LINE OF LANARK STREET, 60 FEET WIDE, AS SAID INTERSECTION IS SHOWN ON MAP OF TRACT NO. 9325 RECORDED IN BOOK 125 PAGES 92 AND 93 OF MAPS IN THE OFFICE OF SAID COUNTY RECORDER, THENCE SOUTH 12 DEGREES 52 MINUTES 50 SECONDS EAST 61.51 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 4, DISTANT 13.88 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 4.

THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN SAID EASTERLY LINE OF WHEATLAND AVENUE, AND SOUTHERLY IN SAID SOUTHERLY LINE OF LOT 4 OF TRACT NO. 3575.

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SAID EASEMENT IS WITHIN LINES OF WHEATLAND AVENUE, 30 FEET WIDE, AS DEDICATED BY MAP OF TRACT NO. 13171 RECORDED IN BOOK 256 PAGES 47 AND 48 OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 5A:

A PERMANENT EASEMENT AND RIGHT OF WAY FOR POLE LINES OVER, THROUGH, UNDER, ALONG AND ACROSS THAT PORTION OF LOT 5 OF TRACT NO. 3575, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 41 PAGE 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; INCLUDED WITHIN A STRIP OF LAND 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT IN THE EASTERLY LINE OF WHEATLAND AVENUE, 30 FEET WIDE, DISTANT SOUTH 0 DEGREES 09 MINUTES 40 SECONDS WEST THEREON 107.21 FEET FROM ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTER LINE OF LANARK STREET, 60 FEET WIDE, AS SAID INTERSECTION IS SHOWN ON MAP OF TRACT NO. 9325 RECORDED IN BOOK 125 PAGES 92 AND 93 OF MAPS IN THE OFFICE OF SAID COUNTY RECORDER, THENCE SOUTH 12 DEGREES 52 MINUTES 50 SECONDS EAST 1073.38 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF THAT PORTION OF SAN FERNANDO ROAD, 60 FEET WIDE, LYING NORTHEASTERLY OF AND ADJOINING THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, DISTANT SOUTH 50 DEGREES 36 MINUTES 38 SECONDS EAST 312.70 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE OF WHEATLAND AVENUE WITH SAID NORTHEASTERLY LINE OF SAN FERNANDO ROAD.

THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID LOT 5, AND SOUTHERLY IN SAID NORTHEASTERLY LINE OF SAN FERNANDO ROAD.

SAID EASEMENT IS WITHIN THE LINES OF LOTS 2, 3 AND 4 AND WHEATLAND AVENUE AS SHOWN ON MAP OF TRACT NO. 20377 RECORDED IN BOOK 760 PAGES 51 TO 53 INCLUSIVE OF MAPS IN SAID OFFICE OF THE COUNTY RECORDER.

NOTE 1:

THE CENTER LINES OF THE NORTH-SOUTH AND OF THE EAST-WEST RUNWAYS SHOWN ON THE SURVEY DATED JULY 15, 1977 SUBMITTED BY PAFFORD & ASSOCIATES, CONSISTING OF FOUR SHEETS, ARE NOT ESTABLISHED OF RECORD.

NOTE 2:

THIS UP-DATED REPORT IS A REVISION OF OUR PRELIMINARY TITLE REPORT DATED AS OF AUGUST 3, 1977 AND OF OUR TITLE REPORT DATED JANUARY 3, 1978, AS SUPPLEMENTED ON FEBRUARY 13, 1978.

THE EXCEPTIONS NOS. ARE THE SAME. THE SUBJECT MATTERS THAT HAVE BEEN EITHER QUITCLAIMED OF RECORD OR ELIMINATED ARE INDICATED AS (DELETED).

NOTE 3: WHEN WE HAVE BEEN FURNISHED WITH AN APPROVED ALTA SURVEY OF SAID LAND, AND HAVE MADE THE NECESSARY INVESTIGATION AND INSPECTION, THIS CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE FORM PRELIMINARY TITLE REPORT WILL BE MODIFIED BY A SUPPLEMENT THERETO, TO DELETE REFERENCE TO PARAGRAPHS 1 THROUGH 11 OF PART I OF SCHEDULE B OF SAID POLICY FORM AND TO SHOW SUCH ADDITIONAL MATTERS WHICH WILL BE SHOWN PRELIMINARY TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION FORM POLICY OF TITLE INSURANCE.

NOTE 4: THE AMERICAN LAND TITLE ASSOCIATION FORM REPORT AND POLICY, WHEN

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ISSUED, WILL CONTAIN THE FOLLOWING EXCEPTIONS:

(A) WATER, WATER RIGHTS, CLAIMS OR TITLE TO WATER.

(B) SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED AS PROVIDED BY LAW; AND THERE IS RESERVED FROM THE LANDS HEREBY GRANTED TO A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS SHOWN IN PATENT RECORDED MARCH 10, 1893, IN BOOK 5 PAGE 263 OF PATENTS.

(C) SUBJECT TO ANY VESTED OR ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED AS PROVIDED BY LAW, AS SHOWN IN PATENTS RECORDED MAY 13, 1886 IN BOOK 3 PAGE 610 OF PATENTS, RECORDED MAY 9, 1891 IN BOOK 4 PAGE 510 OF PATENTS, RECORDED NOVEMBER 5, 1883, IN BOOK 3 PAGE 287 OF PATENTS, RECORDED DECEMBER 31, 1883 IN BOOK 3 PAGE 310 OF PATENTS, AND RECORDED SEPTEMBER 24, 1885 IN BOOK 3 PAGE 554 OF PATENTS; AND RECORDED JANUARY 27, 1885 IN BOOK 3 PAGE 487 OF PATENTS, AND RECORDED SEPTEMBER 11, 1883 IN BOOK 3 PAGE 270 OF PATENTS.

EXHIBIT A-1 TO AIRPORT PURCHASE AGREEMENT

EXCEPTIONS TO TITLE WHICH ARE DISAPPROVED BY AUTHORITY

1. The following exceptions to title to the Real Property, which are contained in Exhibit A, the March 13, 1978 Preliminary Title Report prepared by Title Insurance and Trust Company, are hereby disapproved by the Authority:

7	12
15	17
24	25
28	40
66	67
68	78
79	80
81	

2. The Authority hereby disapproves all water rights, claims or title to water, mining rights and rights of way for ditches and canals affecting the Real Property.

EXHIBIT B

BUILDINGS AND IMPROVEMENTS

SOUTHEAST QUADRANT

(Terminal Area)

<u>Bldg. No.</u>	<u>Designation</u>	<u>Gross Floor Area (Square Feet)</u>	<u>Type of Construction</u>	<u>Year Built/ Modernized</u>
9	Office building	25,280	Stucco, wood frame	1957
10	Airport Terminal	53,719	Stucco, brick and reinforced concrete, steel, and wood frame	1929 Rebuilt 1967
11	PSA Terminal	25,200	Precast concrete, wood and steel frame	1976
16	Auto parking structure	172,508	Precast concrete	1970
17	Electrical switchgear	1,300	Brick and reinforced concrete	1943/1975
	Buildings Total	278,007		

NORTHEAST QUADRANT

<u>Bldg. No.</u>	<u>Designation</u>	<u>Gross Floor Area (Square Feet)</u>	<u>Type of Construction</u>	<u>Year Built/ Modernized</u>
3	Hangar #3	96,073	Stucco, wood and steel frame	1931/1938
4	Hangar #4	12,000	Concrete block and stucco, wood and steel frame	1930
7	Aviation fuel sales	3,645	Brick and stucco, wood frame	1942
8	LAT maintenance	4,059	Stucco, wood frame	1942
46	Storage	990	Frame	1954
47	Storage	1,800	Brick, wood frame	1954
48	Storage	1,125	Concrete block, wood frame	1954
324	Hydro-GIG storage	891	Precast concrete, wood frame	1964
358	Oxygen testing	171	Concrete block and steel	1965
506	Commercial Building	5,967	Metal clad, steel frame	1950
507 & 508	Converted dwelling and garage	3,172	Stucco, wood frame	1950
	Buildings Total	129,893		

NORTHWEST QUADRANT

<u>Bldg. No.</u>	<u>Designation</u>	<u>Gross Floor Area (Square Feet)</u>	<u>Type of Construction</u>	<u>Year Built/ Modernized</u>
26	Hangar	40,003	Metal clad, steel frame	1947
27	Hangar	40,003	Metal clad, steel frame	1947
28	Cafeteria	3,025	Stucco, wood frame	1942
36	Paint shop	3,120	Metal clad, steel frame	1960±
37	Hangar	46,003	Concrete block, metal clad, steel frame	1947±
38	Hangar	40,003	Metal clad, steel frame	1947
39	Office - LAT	19,347	Stucco, wood frame	1945±
45	Nose hangar	3,144	Metal clad, steel frame	1945±
52	Hangar	32,226	Metal clad, steel frame	1954
54	Airfield offices	4,220	Metal clad, steel frame	1962±
55	Hangar	13,200	Metal clad, steel frame	1962
56	Qualitron Terminal	3,275	Concrete block, steel frame	1962
57	Hangar and office	35,840	Metal clad, steel frame	1962
502 through 505	Industrial Buildings (4)	5,692	Metal clad, steel frame	1941
517 & 518	Dairy Buildings	4,638	Stucco, wood frame	1940
529	Storage	2,000	Stucco, wood frame	1947±
<u>Miscellaneous Construction</u>				
	Paint shop	1,000	Metal clad, steel frame	
	Maintenance shop	1,000	Metal clad, steel frame	
	Nose hangar	4,924	Metal clad, steel frame	
	Paint shop	829	Metal clad, steel frame	1971
	Buildings Total	303,492		

Exhibit *B*SOUTHWEST QUADRANT

<u>Bldg. No.</u>	<u>Designation</u>	<u>Gross Floor Area (Square Feet)</u>	<u>Type of Construction</u>	<u>Year Built/ Modernized</u>
1	Hangar	31,767	Metal clad, steel frame	1929/1943
2	Hangar	30,168	Metal clad, steel frame	1929
4	Freight handling office	1,533	Brick and Stucco, wood frame	1933
5	Hangar	63,478	Brick, metal clad, steel and wood frame	1930/1939
6	Shop	9,715	Brick, wood frame	1940
8	Office	1,945	Stucco, wood frame	1945
20	Warehouse	11,360	Metal clad, steel frame	1952
20A	Hangar	23,335	Metal clad, steel frame	1950
20B	Hangar	26,457	Metal clad, steel frame	1950
20D	Warehouse	3,319	Metal clad, steel frame	1967
23	Hangar	39,050	Metal clad, steel frame	1946
24	Hangar	39,050	Metal clad, steel frame	1946
24A	Hangar addition	4,293	Metal clad, steel frame	1947
25	Hangar	39,050	Metal clad, steel frame	1946
25A	Hangar addition	6,298	Metal clad, steel frame	1952
31	Wash Building (storage)	2,085	Metal clad, wood frame	1946
32	Storage	2,480	Metal clad, steel frame	1957
43	Storage	528	Wood siding, wood frame	1946
95	Office	1,868	Wood and stucco, wood and steel frame	1946
341-1	Hangar	28,000	Metal clad, steel frame	1941/1942
341-2	Office	16,120	Reinforced concrete walls and frame	1941/1942
344	Warehouse	22,932	Metal clad, steel frame	1956
T Bldgs.	Civil Air Patrol (11)	15,984	Frame	1941±

Buildings Total

420.815

EXHIBIT C TO AIRPORT PURCHASE AGREEMENT

EASEMENTS PERTAINING TO THE OPERATION
OF THE AIRPORT AND THE AIRPORT PROPERTIES

1. Those easements which are identified by the following parcel numbers in Exhibit A, the March 13, 1978 Preliminary Title Report prepared by Title Insurance and Trust Company.

1a	1b
1c	1d
1e	1f
1g	1h
1i	3a
3b	3c
3d	3e
3f	5
5a	

2. Those "Covenant Agreements Imposing Restrictions as to Height Limit of Structures" which are recorded as follows in the official records of Los Angeles County, California:

<u>Instrument Number</u>	<u>Date Recorded</u>
3206	3/26/58
3207	3/26/58
3225	10/10/60

Exhibit C
2. Cont.

<u>Instrument Number</u>	<u>Date Recorded</u>
3226	10/10/60
3381	9/26/60
3382	9/26/60
3383	9/26/60
3384	9/26/60
3385	9/26/60
3386	9/26/60
3387	9/26/60
3388	9/26/60
3995	9/31/61

3. Those easements affecting rights of ingress and egress and such other rights pertaining to the operation of the Airport and the Airport Properties as shall be granted by L.A.T., Lockheed Aircraft Corporation and Lockheed Properties, Inc. to the Authority prior to the Close of Escrow.

EXHIBIT D

PERSONAL PROPERTY AND EQUIPMENT

Exhibit D
1-25-78

PERSONAL PROPERTY INVENTORY

	<u>Item Description</u>	<u>Location</u>	
		<u>Building</u>	<u>Area</u>
4	Wood Executive Desks	10	AMO
1	Wood Secretary Desk	10	AMO
3	Two Drawer Legal Size Files	10	AMO
1	Two Drawer Letter Size File	10	SCO
3	Executive Swivel Chairs	10	AMO
1	Executive Swivel Chair	10	SCO
1	Metal Secretary Chair	10	AMO
12	Wood Upholstered Sidearm Chairs	10	AMO
3	Wood Side Arm Chairs	10	SCO
1	Wood and Chrome Table Lamp	10	AMO
1	Ceramic Base Table Lamp	10	AMO
2	Wood Telephone Tables	10	AMO
1	Wood Telephone Table	10	SCO
1	Metal Telephone Table	10	AMO
2	Metal Two Shelf Book Cases	10	AMO
2	Wood Three Shelf Book Cases	10	SCO
1	Wood Two Shelf Book Case	10	AMO
3	Four Drawer Legal Size Files with Locks	10	AMO
1	Four Drawer Fire Resistant Legal Size File with Lock	10	AMO
1	Five Drawer Legal Size File	10	AMO
1	IBM Electric Typewriter	10	AMO
1	Sharp Electric Calculator	10	AMO
1	35 MM Slide File	10	AMO
	Assorted Wall Hangings	10	AMO

Exhibit D

	<u>Item Description</u>	<u>Location</u>	
		<u>Building</u>	<u>Area</u>
25	Units of Modular Seating Four Seats Each	10	Lobby
3	Metal Desks	10	SO
3	Metal Swivel Chairs	10	SO
3	Gold Leather Casual Chairs	10	SO
1	IBM Electric Typewriter	10	SO
1	Victor Adding Machine	10	SO
1	TV Monitor, Speaker Unit and Control Unit	10	SO
1	Yamater Set of Binoculars	10	SO
1	Aircraft Scanner Monitor	10	SO
1	Bull Horn	10	SO
1	Executone Public Address Microphone	10	SO
2	Rolodex Files	10	SO
1	Polaroid Type 107 Camera	10	SO
1	Vivitar Super 8 Motion Picture Camera	10	SO
1	Diebold Safe	10	SO
1	Graflex Camera	10	SO
1	Seth Thomas Standard Time Electric Clock	10	SO
1	G.M. Electric Clock	10	SO
1	Arvin Key Cabinet	10	SO
3	4 x 6 Card Files	10	SO
3	Tray File Baskets	10	SO
1	File Box	10	SO
5	Night Lights	10	SO
1	Moore Cash Receipt Dispenser	10	SO
1	Panasonic Electric Pencil Sharpener	10	SO
3	Waste Paper Baskets	10	SO
9	Crash Helmets	10	SO

Exhibit D

	<u>Item Description</u>	<u>Location</u>	
		<u>Building</u>	<u>Area</u>
1	Bomb Blanket	10	SO
1	Cassette Tape Recorder	10	SO
19	Sets of Officer Uniforms	10	SO
5	Two Way See Through Window Shades	10	SO
1	Indoor/Outdoor Thermometer	10	SO
1	Set Emergency Lights	10	SO
1	500# Water Fire Extinguisher	10	SO
1	Emergency Sprinkler Meter	10	SO
1	Office Alarm	10	SO
3	Detex Time Clocks	10	SO
75	Schlage Padlocks	10	SO
1	Set Number Stamps	10	SO
1	Set Letter Stamps	10	SO
4	Desks	8	MO
11	Side Chairs	8	MO
2	Tables	8	MO
3	Window Air Conditioners	8	MO
2	Adding Machines	8	MO
3	Filing Cabinets	8	MO
2	Book Cases	8	MO
2	Coat Racks	8	MO
3	Metal Desks		PLO
5	Metal Swivel Chairs		PLO
2	Metal Side Chairs		PLO
4	Filing Cabinets		PLO
2	Metal Storage Cabinets		PLO

Exhibit D

	<u>Item Description</u>	<u>Location</u>	
		<u>Building</u>	<u>Area</u>
2	IBM Electric Typewriters		PLO
2	Typewriter Stands		PLO
3	Filing Cardex With Twenty Drawers		PLO
3	Hande-Talkie 1.8 Watt Personal 2-Way Radios		PLO
2	#6000 CUV-4 Krueger, 4-Unit Modular Seating, "C" Base	10	Lobby
1	#4218 Devon Storage Cabinet 42 x 36 x 18		PLO
1	#312P 2-Drawer Letter Size File Cabinet W/Lock		PLO
3	#HT220 Handie-Talkie 5 Watt Personal 2-Way Radios Equipped With Private Line		SO
	Miscellaneous Spare Parts for Electric Repairs Including Transformers, Tube Lights & Ballasts	8	MO
	Miscellaneous Spare Parts for Air Conditioning Repairs - Primarily Filters	8	MO
	Miscellaneous Maintenance Supplies Primarily Asphalt Sealer and Cold Pack	46, 47, 48	MO
	Miscellaneous Paint Supplies	47	MO
	Miscellaneous Maintenance Tools Including Air Hammers, Shovels, Brooms, Hoes, Pitch Forks, Saws, Post Hole Diggers, Picks, Sprayers, and Snakes	46	MO
	Lunch Room Furnishings Including Tables, Chairs, Refrigerator, Time Clock, Bulletin Board and Blackboard	8	MO
1	International Tractor 1943 E-23		MO
1	Essick Road Roller and Trailer Two Ton 1953 E-118		MO
1	Essick Air Compressor 1954 E-125		MO
1	Ingersoll Rand Air Compressor 1955 E-138		MO
1	Chevrolet 1/2 Ton Pick-Up Truck 1957 Lic. #F78928 E-168		PLO
1	Buffalo Road Roller 10 Ton 1957 E-188		MO
1	International Dump Truck 5 Ton 1959 Lic. #78935 E-214		MO
1	Chevrolet 1/2 Ton Pick Up Truck 1963 Lic. #78934 E-442		MO
1	Chevrolet 1/2 Ton Pick Up Truck 1963 Lic. #G98107 E-444		MO

	<u>Item Description</u>	<u>Location</u>	
		<u>Building</u>	<u>Area</u>
1	Chevrolet 1/2 Ton Pick Up Truck 1964 Lic. #N85527 E-474		MO
1	Chevrolet 1/2 Ton Pick Up Truck 1965 Lic. #S22154 E-492		MO
1	Massey Ferguson Tractor 1965 E-497		MO
1	Office Trailer Angelus 1964 E-515		MO
1	Chevrolet 1/2 Ton Pick Up Truck 1966 Lic. #T52834 E-516		MO
1	Chevrolet Van 1966 Lic. #82462T E-518		MO
1	600 Gallon Tank Trailer and Sprayer E-555		MO
1	Chevrolet 1/2 Ton Pick Up Truck 1967 Lic. #V98868 E-561		MO
1	Chevrolet 3/4 Ton Pick Up Truck 1968 Lic. #38539Y E-595		MO
1	Ford Dump Truck 1969 Lic. # 38538Y E-678		MO
1	Ford 1/2 Ton Pick Up Truck 1969 Lic. # 67605D E-685		MO
1	Ford 1/2 Ton Pick Up Truck 1970 Lic. #84620E E-732		MO
1	Westinghouse Scooter E-789		PL0
1	Westinghouse Scooter E-790		PL0
1	Ford 1/2 Ton Pick Up Truck 1972 Lic. #55794K E-812		MO
1	Ford Torino, 4 door Station Wagon 1972 Lic. #399EQX E-826		SO
1	Ford 1/2 Ton Pick Up Truck 1973 Lic. #32121N. E-871		SO
1	Ford 1/2 Ton Pick Up Truck 1974 Lic. #03815V. E-926		MO
1	Ford 1/2 Ton Pick Up Truck 1977 Lic. #1F98534 E-1035		SO
1	Ford Pinto Wagon 1974 Lic. #336KSP E-948		AM0
1	Wayne Sweeper 1974 E-961		MO
1	Clark Sweeper 1975 E-1014		MO
1	Cement Mixer		MO
1	350 Gallon Diesel Fuel Tank		MO
1	Pavement Spreader		MO
	Misc.Carts		MO

	<u>Item Description</u>	<u>Location</u>	
		<u>Building</u>	<u>Area</u>
1	Hoist		MO
	Work Stands		MO
1	Table Saw	48	MO
1	Power Sander	48	MO
	Grinders	48	MO
1	Drill Press	47	MO
1	Drill Press	46	MO

AMO Airport Management Office

SCO Security Chief's Office

SO Security Office

MO Maintenance Offices

PLO Parking Lot Office

Certain of the Fixtures and Personal Property
That Would be Included in the Airport Sale

Automobile Parking Lot Entrance and Exit Controls Including the Following:

- 8 - Park-O-Matic Model J-90 Entrance and Exit Gates.
- 3 - Park-O-Matic Model Rg-100 Ticket Dispensers.
- 3 - NCR Model 52S Cash Registers with Time Clocks.
- 1 - Spare Cincinnati Time Clock.
- 2 - Parcoa Model PL-6 Entrance Gates with Card Entrance Controls.
- 1 - Parcoa Model 469.35 Entrance Gate
- 3 - Exit Booths
- 6 - Assorted Spring Spike and Sabre Tooth Reverse Flow Traffic Controls.

Rental Car Gasoline Storage and Dispensing System

- 2 - 6000 Gallon Underground Fuel Tanks.
- 3 - Wayne Fuel Dispensers
- 1 - Turbine Pump
- 1 - Vapor Recovery System

EXHIBIT E

AIRPORT LEASES

TENANT LEASES

EXHIBIT E

<u>Tenant</u>	<u>Effective Date of Agreement</u>	<u>Term</u>	<u>Monthly Rent</u>	<u>Leased Premises</u>
Action USA Corp.	03-11-77	Month to Month	\$142	394 sf Office #2A, Hangar #3
Airfilite Inc. South *	11-01-77	Month to Month	\$523	Office 216 & 218, Bldg. 39 (1,046 sf)
Albin's, Inc. dba *	04-01-75	Year to Year	\$350 Min. 5% of Gross	Area #71, 448 sf & #72, 74 sf, Bldg. #10; Area #145, 180 sf, Bldg. #11
The Flyte Shop				
American Airlines, Inc. *	06-30-59	Until Terminated	\$315	90 sf Office #53 60 sf Ticket Counter #66) Bldg. #10
American Eagle Cab Company * dba Red Top Cab Company	03-01-70	Month to Month	-	License to Conduct Non-Exclusive Taxi Cab Operation
Aspen Airways *	10-01-76	Month to Month	\$2,545	Portion of Hangar #341 & Paved Area; 14,688 sf - Hangar \$1,469; 39,650 sf - Paving \$893; 3,100 sf - Parking \$70; 450 sf - Office \$113; Flight Fees
Victor Bacigalupi and Associates, Inc. *	07-01-75	Five Years	\$200 Min. 40% of Gross	License to Install Hotel Reservations System
B. B. Berman dba Arnds Packaged Parking	05-01-75	Month to Month	\$765	1.5 acre Parcel 613; Bldg. 505-Office sf - \$147; Bldg. 502-Shop 3,280 sf - \$262; Bldg. 503-Storage 1,252 sf - \$25; Bldg. 504-rest- room 178 sf; Yard Area 55,226 sf - \$331
Gregg H. Bilson dba The Gold Room	03-24-77	Month to Month	\$240	3,000 sf Bldg. 5
Chester Birt dba Birt's Skycap Service *	05-01-72	Until Terminated	--	Skycap Service Agreement
Borrego Springs Airline * dba Sun Aire Lines	07-01-76	Month to Month	\$136	136 sf Counter, Bldg. 10, Flight Fees

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EXHIBIT E

TENANT LEASES

Tenant	Effective Date of Agreement	Term	Monthly Rent	Leased Premises
Oscar L. Branham	01-01-68	Month to Month	\$544	Bldg. 338 - 1,900 sf \$200 and Portion of Bldg. 6 - 3,890 sf - \$200
Burbank Flight Service *	08-01-75	Month to Month	\$75	Office 97E, Bldg. 10, 275 sf
California Air Charter	09-15-77	Month to Month	\$200	Bldg. #341 Storage Space (2,000 sf)
Calif. Land & Investment Co.*	01-01-65	Year to Year	\$605	Hangar 4: Bay Area 7,850 sf; Mezzanine 1,750 sf; Office 500 sf; Auto Parking 1,600 sf
Clifford A. Collins and * Arlene K. Johnson dba Crown Airport Commuter	05-18-77	Month to Month	--	License to Park Limousines at Airport
Paul Casella dba Transcord Enterprises	02-01-77	Month to Month	\$845	8,450 sf Bldg. 5
City of Burbank *	06-28-73	Until Terminated		Law Enforcement Services
Columbia Pictures, Inc.	10-17-77	(6) Months (15) Days		Hangar #23 38,412 sf; Paved Ramp 14,450 sf
Ron Clark Enterprises, Inc.*	03-21-77	9 Months 11 Days	\$3,450	32,400 sf Hangar #50; 52,500 sf Paved Land; 22,500 sf Bare Land
Civil Air Patrol, Inc. *	03-11-73	Year to Year	\$1.00/yr.	13,398 sf of Temporary Buildings; 1.69 Acres of Land
Continental Air Lines, Inc. *	04-18-73	Month to Month	\$963.20	Ticket Counter #99 & 101-393 sf - \$393; Office #99A, 101A, 101B-564 sf - \$289; Baggage Handling Area-126 sf - \$38; PAX Screening Area-228 sf - \$43.20; Air Cargo Bldg. 4: \$285, 300 sf Exclusive Use, Covered, 600 sf Common Use, Covered, and 7800 sf Common Use, Land

TENANT LEASES

EXHIBIT E

<u>Tenant</u>	<u>Effective Date of Agreement</u>	<u>Term</u>	<u>Monthly Rent</u>	<u>Leased Premises</u>
Scott M. Croce dba Sterlcon Laboratories	09-22-76	Month to Month	\$262.50	2,625 sf of Bldg. 5
I. K. Curtl's Servlces *	02-01-74	Month to Month	\$58	580 sf Leanto at Hangar 3, Area 29
Delta Air Lines, Inc. *	06-16-69	Month to Month	\$315	175 sf Office #54, 60 sf Counter #66, Bldg. 10
Dollar A Day Rent-A-Car, Inc. *	04-01-75	5 Years	\$625 Min. 10% of Gross	80 sf Counter, Bldg. 11; 168 sf Office, Bldg. 10
Dollar A Day Rent-A-Car, Inc. *	02-01-77	5 Years	\$770	7,500 sf Storage Lot \$170 plus 30 Stalls \$600
Dollar A Day Rent-A-Car, Inc. *	09-01-75	5 Years	\$72	Counter 43, Bldg. 10 - 72 sf
Federal Avlation Admin. *	07-09-72	1 Year	--	Middle Compass Location Site Conf. "A" Approach Light System I.L.S. Localizer
Federal Avlation Admin.	08-01-62	Year to Year	\$1.00	Lots 10, 11 and Parts of 12, 13, 14 and 23 Tract 10629
Federal Avlation Admin.	01-01-75	Year to Year	\$2,024.40	6,100 sf of Office Floor Space Bldg. 10, Includes 5 year amortization of A/C Improvements
Federal Avlation Admin. *	06-01-74	Year to Year for 5 years	--	Site for FAA runway and Identifier lights at north end of R/W 15-33, Power and control line right of way and land on west side of R/W 15 for a wind sensor mast
Federal Avlation Admin. *	05-05-76	Year to Year	--	Site for Visual Approach Slope Indicator R/W 15
Federal Avlation Admin. *	05-05-76	Year to Year	--	Runway End Identifier Lights R/W 33

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EXHIBIT E

TENANT LEASES

Tenant	Effective Date of Agreement	Term	Monthly Rent	Leased Premises
Federal Aviation Admin. *	05-05-76	Year to Year	--	Remote Transmitter/Receiver Site (0.114 acre) Glide Slope Site (0.344 acre)
Federal Aviation Admin. *	07-01-75	Year to Year	--	320 sf Bldg. 17A
Flame Master Corp.	02-09-77	1 Year	\$1,775	22,182 sf Bldg. 344
Gibbs Flying Service, Inc. *	11-01-74	Month to Month	\$324	14,400 sf Paved Land South of Bldg. 50
Golden State Translt. Corp. * dba Los Angeles Yellow Cab	11-01-77	Month to Month	--	Non-Exclusive License to Operate Taxicab Service
Grand Rent-A-Car Corp. * dba Avls Rent-A-Car	04-01-75	Month to Month	\$625 Min. 10% of Gross	Counter #104, 80 sf; Office #105, 90 sf, Bldg. 11
Grand Rent-A-Car Corp. * dba Avls Rent-A-Car	01-01-76	Month to Month	\$60	Portion of Counter #68, 60 sf, Bldg. #10
Grand Rent-A-Car Corp. * dba Avls Rent-A-Car	01-01-77	Month to Month	\$640	32 Parking Stalls
Grand Rent-A-Car Corp. * dba Grand Car Sales	05-01-76	Month to Month	\$150	6,650 sf Paved Parking
Glenn Haddon * dba Glenn's Communications	10-01-76	Month to Month	\$330	3,100 sf Bldg. 341, 900 sf Paving
John B. Hagey dba Flight Associated Activities *	08-01-76	Month to Month	\$1,590.50	3,172 sf Bldg. 507, 508, 114,418 sf Land
The Hertz Corp. *	01-01-74	5 Years	\$1,280.25	56,900 sf Paved Land So. of Bldg. 341
The Hertz Corp. *	04-01-72	Year to Year	\$625 Min. 10% of Gross \$72 - \$1,340	170 sf Counter Bldg. 11; 72 sf Counter Bldg. 10; 67 Parking Stalls

TENANT LEASES

EXHIBIT E

<u>Tenant</u>	<u>Effective Date of Agreement</u>	<u>Term</u>	<u>Monthly Rent</u>	<u>Leased Premises</u>
George Hill dba Cine-Tran Mobile Studio Systems	03-01-77	Month to Month	\$450	4,500 sf Portion Bldg. 5
Hughes Air Corp. dba * Hughes Airwest	05-22-73	Month to Month	\$903	221 sf Ticket Counter #100 - \$221; 440 sf Office Areas 100A, 99B, 99C - \$182; 333 sf Baggage Handling 100B - \$94; Air Cargo Bldg. 6: 1,600 sf - \$160; 1,100 sf of Leant - \$44; 3,600 sf Paved Parking - \$81; 607 sf Passenger Holding Area - \$121; Flight Fees
Joy Enterprises	02-01-77	Month to Month	\$1,100	11,000 sf Bldg. 5
Howard S. Kaatz * dba KBKK Air Services	9-15-77	Month to Month	\$130	372 sf Hangar 3 Leanto Offices 1A, 2B, 3B
Keylite Rental Co., Inc.	03-16-77	Month to Month	\$222	2,220 sf Bldg. 5
Lincoln Supply Company	07-01-77	Year to Year	\$4,338	Hangar #24 (42,507 sf)
D. W. Mercer *	07-01-61	Month to Month	\$646	28,700 sf Paved Ramp
DeWitt Michlap dba A-1 Wood Products by DeWitt	04-01-77	Month to Month	\$420	4,200 sf Bldg. 341
Peter Mora	12-19-77	Month to Month	\$100 Min. 8% of Gross Up to and Incl. \$2,000 10% of Gross Over and Above \$2,000	505 sf Rooms #84 and #85 Bldg. 10
National Car Rental * System, Inc.	02-01-74	5 Years	\$442.80	19,680 sf Land Adj. to Bldg. 341

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TENANT LEASES

EXHIBIT E

<u>Tenant</u>	<u>Effective Date of Agreement</u>	<u>Term</u>	<u>Monthly Rent</u>	<u>Leased Premises</u>
National Car Rental System, Inc. *	08-01-75	5 Years	\$72 \$480 \$625 Min 10% of Gross \$160	Counter in Bldg. 10 - 72 sf 24 Parking Stalls Counter in Bldg. 11 - 80 sf Areas 78, 78A & B (480 sf) Bldg. 10
Pacific Seaboard Airways, Inc.	10-08-76	Month to Month	\$1,628	320 sf Office Hangar 341 - \$80; 14,064 sf Hangar 341 - \$1,406; Paved Ramp 1,500 sf - \$34; Counter 66A, Bldg. 10 - 60 sf - \$60 and Office 55, Bldg. 10 - 95 sf - \$48; Flight Fees
Pacific Southwest Airlines, *	08-13-75	Month to Month	\$1,993	258 sf Counter, Bldg. 10 - \$194; 1,124 sf Office, Bldg. 10 - \$819; 300 sf Bldg. 4 - \$200; 3,900 sf Holding Area - \$780; Flight Fees
Pacific Southwest Airlines, Inc. *	3-26-75	10 Years	\$6,334	15,259 sf of Bldg. 11 - \$6,185.50; 6,600 sf Paved Ramp - \$148.50
Bert U. Peterson * dba U. S. Postage Service	01-01-63	Month to Month	\$3/Machine	License to Place Postage Stamp Machines in Passenger Terminal
Ron Morse dba Sierra Aircraft *	03-01-77	Month to Month	\$2,440	24,000 sf Hangar #3 - \$1,920; 22,000 sf Paved Ramp - \$520
Potter Aircraft * Service, Inc.	01-01-69	Month to Month	\$1,320.78	959 sf Office - \$191.80; 1,289.75 sf Shop/Storage - \$128.98; 12,500 sf Hangar 1 - \$1,000; 14,749 sf Ramp - N/C
Prophet Foods Co. *	02-01-69	Month to Month	\$100	229 sf Office #77, Bldg. #10

TENANT LEASES EXHIBIT E

<u>Tenant</u>	<u>Effective Date of Agreement</u>	<u>Term</u>	<u>Monthly Rent</u>	<u>Leased Premises</u>
Prophet Foods Co. *	01-01-76	10 Years	\$1,000 Mln. 5% of Gross 50% of Commis- sion from Vending Mach.	Coffee Shop, Cocktail Lounge, Kitchen, Locker Rooms, Working and Service Areas, Receiving Dock, Executive Dining Room, Service Elevator, Bldg. #10; Cocktail Lounge Bldg. #11, 1,100 sf
Royal Industries *	06-01-77	3/1/77 to 4/30/78	\$4,097	44,925 sf Hangar #25 - \$3,594; 17,900 sf Paved Ramp - \$403; 1,826 sf Bldg. #95 - \$100
Senft Aircraft Electronics * dba Superior Aircraft Electronics	01-01-65	Month to Month	\$165	1,650 sf Hangar #3 Leanto; Areas 4B, 5B, 6B
R. L. Spear Co., Inc.	09-01-76	Month to Month	\$300	20,000 sf Bare Land
Flight Snack Bar * dba Gene & P.K. Rayner	01-01-77	Year to Year	\$400 Mln. 10% of Gross	672 sf Bldg. #11; 380 sf Bldg. #10
Swift Auto Rental, Inc. * dba Airways Rent-A-Car	02-01-74	5 Years	\$327	14,520 sf Paved Land Adjacent to Bldg. #341
Swift Auto Rental, Inc. * dba Airways Rent-A-Car	01-01-76	5 Years	\$625 Mln., 10% of Gross \$50 \$560	80 sf Counter Bldg. #11 & 168 sf Office Bldg. #10 50 sf Counter Bldg. #10 28 Parking Stalls, Lot #6
Sky Roamers Air Travel, Inc.*	07-01-71	Month to Month	\$2,522.56	12,500 sf Hangar #1 - \$1,000; 4,030 sf Lean- to NES - \$638; 4,125 sf Ramp SE of #1 - \$51.56; 12,500 sf Ramp E of #1 - Free; 103,075 sf Ramp N of #1 & 2 - \$833
Tlger Air Service Center, Inc. *	05-01-75	1 Year	\$3,486	25,000 sf Hangar #2 - \$2,000; 5,000 sf Hgr. Leanto - \$1,250; 10,500 sf Paved Ramp - \$236.25

EXHIBIT E

TENANT LEASES

Tenant	Effective Date of Agreement	Term	Monthly Rent	Leased Premises
Tiger Air, Inc. *	09-01-76	5 Years	\$5,358	Hangar 26 and Bldg. 529 - \$3,400; 73,430 sf Paved Ramp - \$1,652; 106 sf Counter Bldg. 10 - \$106; 8,880 sf Paved Parking - \$200
Tiger Air Service Center, Inc.*	12-01-62	15 Years	\$191,400.28 Annual Min. \$311,400.28 Annual Max.	38,024 sf Hangar #27) 38,024 sf Hangar #37) 27,652 sf Hangar #52) + Land 3,144 sf Hangar #45) 2,009 sf Cafeteria #29) 3,000 sf Paint Hangar #36 4,800 sf Nose Hangar #45 4,200 sf Office Bldg. #54 14,560 sf Hgr. & Office #55 3,000 sf Term. & Office #56 35,266 sf Hgr. & Office #57
Tele-Trip Co., Inc.*	06-01-77	2 Years	\$150 Min. 13% of Gross	Bldg. #10: Counter #50 - 62 sf; Office #51 - 40 sf
Trans World Airlines, Inc. *	09-16-55	Month to Month	\$325	Bldg. #10: Counter #67 - 60 sf; Office #52 - 127 sf
Harmon Thompson dba Clock Time	02-01-77	Month to Month	\$65	Building #6 - 650 sf
United Air Lines, Inc. *	01-10-72	Month to Month	\$325	Bldg. #10: Counter #67A - 60 sf; Office #52A - 120 sf
United States Sales Corpora.	10-01-77	Year to Year	\$6,176	15,374 sf - Bldgs. #20 & 20D - \$1,230; 22,909 sf Bldg. #20A - \$1,833; 5,600 sf Loading Dock #126; 8,580 sf Paved Parking - \$193; 26,186 sf Bldg. 20B - \$2,619; 7,000 sf Paved Parking - \$175

TENANT LEASES

<u>Tenant</u>	<u>Effective Date of Agreement</u>	<u>Term</u>	<u>Monthly Rent</u>	<u>Leased Premises</u>
Vineland Dairy Farms, Inc.	08-24-70	Month to Month	\$600 Min. 3% of Gross	1 Acre Including Buildings.
West Coast Pilper, Inc. * dba Burbank Pilper Sales and Service	03-01-75	Month to Month	\$3,760	36,000 sf Hangar #3 - \$2,880; 1,250 sf Office - \$250; 3,100 sf Hangar Office & Shop - \$248; 44,000 sf Paved Ramp - \$382
West Coast Propeller *	02-01-76	Month to Month	\$584	7785 San Fernando Road: Bldg. #506 - 3,700 sf - \$259; Leanto - 1,700 sf - \$75; Paved Land - 11,500 sf - \$250
Western Air Lines, Inc. *	08-01-71	Month to Month	\$315	60 sf Counter #68A & 124 sf Office #57 - Bldg. 10
Reginald Vestey	02-01-64	Month to Month	\$85	1,275 sf In Bldg. #8 plus Use of Certain Equipment
Grand Rent-A-Car * dba Avls Rent-A-Car	02-01-74	5 Years	\$945	42,000 sf Parking Area Adjacent to Bldg. 341

* Terminated as of April 30, 1978

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OF
EXHIBITS "F" – "G"**

EXHIBIT F

ESCROW INSTRUCTIONS

Escrow No.

Los Angeles, California

As of March 30, 1978

Title Insurance and Trust Company
700 Wilshire Boulevard
Los Angeles, California 90017

Attention: Phillip B. Swenson
Escrow Officer

HOLLYWOOD-BURBANK AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California joint exercise of powers act ("Buyer"), and LOCKHEED AIR TERMINAL, INC., a Delaware corporation ("Seller"), hand you these Escrow Instructions pursuant to that certain Airport Purchase Agreement (the "Agreement") made by and between Buyer and Seller, dated as of March 30, 1978, together with a copy of the Agreement. The Agreement constitutes a part of these Escrow Instructions. Terms defined in the Agreement shall have the same meaning herein. In the event of any conflict between the provisions of these Instructions and the Agreement, the provisions of the Agreement shall control.

EXHIBIT G

Exceptions to Representations
and Warranties of Lat

1. With respect to the representations in Section 6.5 relating to litigation and compliance with laws and with respect to the representations in Section 6.7 relating to restrictions, the Decision of the California Department of Transportation In the Matter of the Statement of Issues Regarding the Application of: Lockheed Air Terminal, Inc., No. L-13431, June 15, 1977, as extended December 29, 1977, may fall within the scope of such provisions, especially with regard to the conditions in said Decision, as extended, affecting the Airport Properties or the continued operation of the Airport in its present mode.

2. With respect to the representations in Section 6.5 relating to litigation and compliance with laws and with respect to the representations in Section 6.7 relating to restrictions, there exists with respect to the Airport the Expression of Interest by Scenic Airlines, Burbank-Las Vegas (Air-Taxi Service), and the Route Applications before the Civil Aeronautics Board of:

EXHIBIT H

Exceptions to Representations
and Warranties of the Authority
and Agreement for Assurances
to Revenue Bond Purchasers

1. Authority's representations and warranties to Lockheed are qualified to the extent of the issues presented by Los Angeles County Superior Court Case No. C 207043 (the "Litigation") of which LAT and Lockheed are fully aware by reason of LAT's intervention therein. Judgment has been entered by the Court in favor of the defendants and intervenors. Authority has determined that the sale of the Revenue Bonds cannot be completed unless the purchasers of the Revenue Bonds can be assured of repayment pending the resolution of further proceedings, if any, in the Litigation. Accordingly, to facilitate the sale of Revenue Bonds, Authority and LAT agree:

(a) LAT shall deliver to Escrow Holder by the Close of Escrow, an irrevocable letter of credit (the "Letter of Credit") issued by Bank of America N.T. & S.A. or such other bank (the "Issuer") as may be acceptable to Authority in favor of the trustee (the

EXHIBIT I
AGREEMENT

THIS AGREEMENT is made and entered into as of the 30th day of March, 1978, by and between LOCKHEED CORPORATION, a California corporation ("Lockheed"), and the HOLLYWOOD-BURBANK AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California joint exercise of powers act ("Authority").

R E C I T A L S

A. Authority has entered into an Airport Purchase Agreement (the "Purchase Agreement") dated as of March 30, 1978, with Lockheed Air Terminal, Inc., a Delaware corporation ("LAT"). LAT is a wholly-owned subsidiary of Lockheed.

B. It is a condition to the obligations of Authority under the Purchase Agreement that this Agreement shall have been entered into prior to the closing of the transactions contemplated by the Purchase Agreement. This Agreement and the undertakings of Lockheed contained herein are material inducements to Authority's performance of its obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of the benefits to be received by Lockheed by reason of the Purchase Agreement,

and as a material inducement to Authority's performance of its obligations under the Purchase Agreement, it is hereby agreed as follows:

1. Performance of Purchase Agreement.

Lockheed shall take, and shall cause all of its subsidiaries to take, any and all actions required to permit LAT to perform all of its agreements and to comply with all conditions to be performed or complied with by LAT under the Purchase Agreement; provided, however, that the agreement of Lockheed under this Section 1 shall not be deemed to be any modification of the conditions precedent to the obligations of LAT as set forth in Section 11 of the Purchase Agreement.

2. Representations and Warranties.

Lockheed hereby represents and warrants to Authority that the representations and warranties made by LAT, and Authority hereby represents and warrants to Lockheed that the representations and warranties made by Authority, in the Purchase Agreement or in any list, certificate or document delivered pursuant to the Purchase Agreement are true and correct.

3. Obligations of Lockheed Prior to Close of Escrow.

Prior to or at the Close of Escrow under the Purchase Agreement, Lockheed shall deliver or cause to be delivered to Authority:

3.1 Officer's Certificate. A certificate, dated the Close of Escrow and signed by its Chairman of the Board or its President, to the effect that the representations and warranties of Lockheed in this Agreement are true at and as of the time of Close of Escrow as though such representations and warranties are made as of the Close of Escrow; and

3.2 Opinion of Counsel. An opinion of its counsel, O'Melveny & Myers, Los Angeles, California, dated the Close of Escrow in form and substance satisfactory to Authority to the effect that, assuming due execution and delivery of this Agreement by Authority and that this Agreement is a valid and binding obligation of Authority, this Agreement has been duly executed and delivered by Lockheed and constitutes a valid and binding obligation of Lockheed, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, and except that no opinion need be expressed as to the availability of equitable remedies.

4. Indemnification.

(a) Lockheed shall defend, indemnify and save harmless Authority, its members, officers, employees and agents, and the cities of Burbank, Glendale and Pasadena, their officials, employees and agents, against any and all losses, damages, claims, liabilities, obligations, actions, proceedings, costs and expenses, including attorney's fees, which said persons or entities may hereafter suffer, incur, be put to, pay or lay out by reason of (1) any claim, proceeding or investigation arising or alleged to arise out of or be related to the use, ownership or operation of the Airport and Airport Properties prior to the Close of Escrow by LAT, Lockheed or any affiliate of either of them, or (2) the inaccuracy, or the breach by Lockheed of any representation or warranty which Lockheed has made or agreed to hereunder. Nothing contained herein shall require Lockheed to defend, indemnify or save harmless any of the persons or entities identified in this Section 4(a) if such claim, liability, obligation, action or proceeding arises out of or results from acts or omissions of such persons or entities.

(b) Authority shall defend, indemnify and save harmless Lockheed, its officers, employees and agents, against any and all losses, damages, claims, liabilities,

obligations, actions, proceedings, costs and expenses, including attorneys' fees, which said persons or entities may hereafter suffer, incur, be put to, pay or lay out by reason of (1) any claim, proceeding or investigation arising or alleged to arise out of or be related to the use, ownership or operation of the Airport and Airport Properties by Authority after Close of Escrow, or (2) the inaccuracy, or the breach by Authority, of any representation or warranty which Authority has made or agreed to hereunder, but subject in all cases to prior rights of the holders of the Revenue Bonds to be paid pursuant to the terms of the resolution of the Authority authorizing the issuance of the Revenue Bonds. Nothing contained herein shall require Authority to defend, indemnify or save harmless any of the persons or entities identified in this Section 4(b) if such claim, liability, obligation, action or proceeding arises out of or results from (i) acts or omissions of Lockheed, or any officer, employee or agent thereof, including but not limited to acts or omissions of Lockheed under or in connection with any of the agreements described in Section 12.3 of the Purchase Agreement (except as expressly set forth in said agreements), or (ii) the use of the Airport by LAT or Lockheed.

(c) Authority reserves the right, should it elect to do so, to appoint separate counsel to act as associate

counsel to attorneys selected by Lockheed during the pendency of any claim, proceeding or investigation referred to in Section 4(a) of this Agreement. In that event, said legal expense of counsel appointed by Authority shall be for the account of Authority. Any such appointment of separate counsel shall not affect Lockheed's obligations to Authority under Section 4(a).

5. FURTHER ASSURANCES.

Each party hereto shall, at its own cost and expense, from time to time, and at the request of the other party (whether such request is made prior to, at or after Close of Escrow), execute and deliver such further instruments of transfer and will take such other reasonable actions, as requested, to confirm the transfer of the Airport Properties pursuant to the Purchase Agreement. Lockheed's obligation hereunder shall include, but not be limited to, the quitclaim to Authority of any avigation easements that hereafter may be acquired by Lockheed and its affiliates in any manner affecting property owned by persons other than Lockheed and its affiliates and relating to operation of the Airport. Moreover, after Close of Escrow, the parties shall cooperate with one another in allocating to their respective properties and businesses the cost and expenses of any electricity, water, gas and other utilities and service provided to the Airport and its environs that are not separately metered.

6. RELOCATION ASSISTANCE BENEFITS.

Lockheed is aware that it or one or more of its subsidiaries could be entitled to relocation assistance benefits under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §4601 et. seq.) and the Relocation Assistance Law (California Government Code §7260 et. seq.) in connection with the consummation of the transactions contemplated by the Purchase Agreement. Lockheed represents and warrants that the Purchase Price set forth in the Purchase Agreement includes compensation for any expenses or losses covered by such laws and waives any further rights it or any of its subsidiaries may have under such laws.

7. MISCELLANEOUS PROVISIONS.

7.1 Defined Terms. All defined terms set forth in this Agreement shall have the same meaning as set forth in the Purchase Agreement.

7.2 Notices. All communications, notices and demands of any kind which either party to this Agreement may be required or desire to give to or serve upon the other party,

shall be made in writing, and delivered by personal service to an officer of such other party or sent by telegram or by registered or certified mail, postage paid, return receipt requested to the following addresses:

To Authority: Hollywood-Burbank
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Michael R. McClintock

With a copy to: Lillick McHose & Charles
707 Wilshire Boulevard
Los Angeles, CA 90017

To Lockheed: Lockheed Corporation
2555 N. Hollywood Way
Burbank, CA 91520
Attn: J. J. Ryan, Secretary

With copies to: Robert C. Gusman, Esq.
Bldg. #9
Hollywood-Burbank Airport
2627 No. Hollywood Way
Burbank, CA 91520

O'Melveny & Myers
611 West Sixth Street
Los Angeles, CA 90017
Attn: F. J. Burgweger

A party may change its address by giving the other party written notice of its new address as herein provided.

7.3 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto.

7.4 Survival of Representations, Warranties and Covenants. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of each party set forth in this Agreement or in any schedule, certificate, document or list delivered by any such party shall survive the Close of Escrow. Notwithstanding any investigation conducted before or after the Close of Escrow or the decision of any party to complete the Close of Escrow, the parties hereto shall be entitled to rely upon the representations and warranties set forth in this Agreement.

7.5 Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto with respect to the matters covered hereby. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement.

7.6 California Law to Govern. This Agreement is being executed and delivered in the State of California and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, Authority and LAT have executed
this Agreement on March 31, 1978.

HOLLYWOOD-BURBANK AIRPORT AUTHORITY,
a public entity constituted pur-
suant to a joint exercise of powers
agreement entered into by the Cities
of Burbank, Glendale and Pasadena,
California

By _____
William B. Rudell
President of the Commission

ATTEST:

Carl Meseck
Secretary of the Commission

LOCKHEED CORPORATION,
a California corporation

By _____
V. N. Marafino
Senior Vice President - Finance

ATTEST:

Robert C. Gusman
Corporate Counsel

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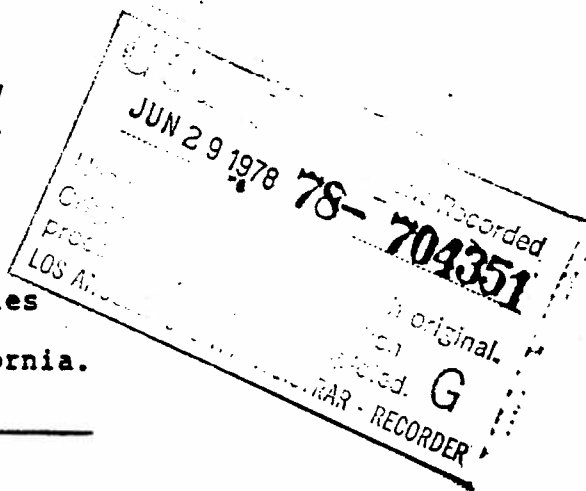
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Lillick McHose & Charles
707 Wilshire Boulevard
Los Angeles, California 90017
Attention: T. H. Durff, Esq.

DOCUMENTARY TRANSFER TAX
is ZERO - R & T Code \$ 11922

Computed on Full Value of
Property Conveyed in the Cities
of Burbank and Los Angeles,
County of Los Angeles, California.

By _____



CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which
is hereby acknowledged, LOCKHEED AIR TERMINAL, INC., a
corporation organized under the laws of the State of Dela-
ware, which acquired title as United Airports Company
of California, Ltd., a corporation ("Grantor"), hereby
grants to the CITY OF BURBANK, a municipal corporation
organized under the laws of the State of California ("Grantee"),
that certain real property located in the Cities of Burbank
and Los Angeles, County of Los Angeles, State of California,
more particularly described as Parcels 1 and 2 on Exhibit
A attached hereto and made a part hereof, together with
all easements and other rights appurtenant thereto, including

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without limitation those certain easements more particularly described as Parcels 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 4 and 4A on said Exhibit A.

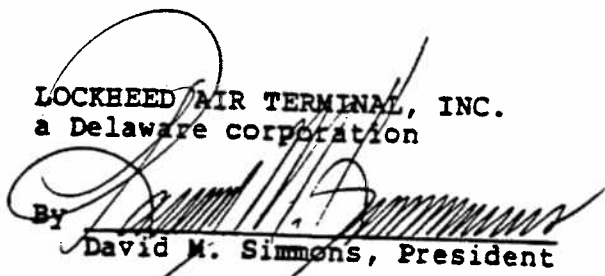
SUBJECT TO: All leases described in that certain Assignment of Leases and Licenses, of even date herewith, made by and between Grantor and Hollywood-Burbank Airport Authority ("HBAA"), recorded concurrently herewith; the rights of the United States of America acting through the Department of Transportation, Federal Aviation Administration; and all liens, encumbrances, licenses, easements, rights-of-way, covenants, conditions, restrictions and other matters of record.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary thereunto duly authorized.

DATED: as of June 29, 1978

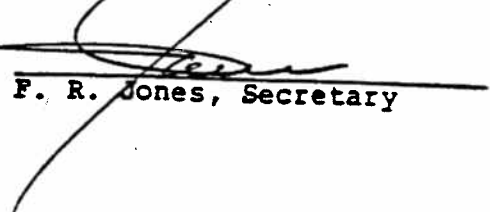
LOCKHEED AIR TERMINAL, INC.
a Delaware corporation

By


David M. Simmons, President

(SEAL)

By


F. R. Jones, Secretary

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6/23/83

This is to certify that the interest in real property conveyed by the deed or grant dated as of June 29, 1978 from Lockheed Air Terminal, Inc. to the City of Burbank, a political corporation, is hereby accepted by the undersigned, the City Engineer of the City of Burbank, on behalf of the Burbank City Council pursuant to authority conferred by Ordinance No. 2666 adopted on May 30, 1978, as amended by Ordinance No. 2673, declaring Ordinance No. 2666 to be an urgency ordinance effective immediately, adopted on June 13, 1978, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: As of June 29, 1978

CITY OF BURBANK,
a California municipal
corporation

By

Robert H. Spencer
City Engineer

ATTEST:

By

Evelyn A. Haley
Evelyn A. Haley
City Clerk

APPROVED AS TO FORM this 28th day
of June, 1978.

By

Samuel G. Vick
Samuel G. Vick
City Attorney

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 21st day of June, 1978, before me,
the undersigned, a Notary Public in and for said State,
personally appeared DAVID M. SIMMONS and F. R. JONES,
known to me to be the President and Secretary, respectively,
of LOCKHEED AIR TERMINAL, INC., the corporation that executed
the within instrument, known to me to be the persons who
executed the within instrument on behalf of the corporation
herein named, and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws
or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Lorraine J. Allen
Notary Public in and for the
State of California

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 28th day of June, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT G. SPENCER, EVELYN L. HALEY and SAMUEL GORLICK, known to me to be the City Engineer, City Clerk and City Attorney, respectively, of the CITY OF BURBANK, and known to me to be the persons who executed the within instrument on behalf of said public corporation, and acknowledged to me that such public corporation executed the same.

WITNESS my hand and official seal.

Bert Jacobson
Notary Public in and for the
State of California



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unk

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY
AND APPURTENANT EASEMENTS

[Consisting Of 14 Pages Numbered A-1 Through A-14.]

PARCEL 1:

That certain parcel of land partly in the City of Burbank and partly in the City of Los Angeles; County of Los Angeles, State of California and being more particularly that portion of the southwest 1/4 of Section 33, Township 2 North Range 14 West, San Bernardino Meridian, according to the official plat thereof; Parcel 10 as shown on licensed surveyors map filed in Book 14 Page 1 of Record of Surveys in the Office of the County Recorder of said County; that portion of Lot 1 of Tract No. 23182 as shown on map recorded in Book 627 Pages 82 and 83 of Maps in said Office of the County Recorder; that portion of Lots 3, 4 and 5 and of the southeast 1/4 of Section 4, Township 1 North Range 14 West, San Bernardino Meridian, according to the official plat thereof; all of Lots 10 to 22 inclusive and that portion of Lot 23 and also portions of the alley, Tulare Avenue and Clybourn Avenue (all now vacated) as shown on the map of Tract No. 10629 recorded in Book 165 Pages 34 and 35 of Maps in said Office of the County Recorder; all of Lot A of Tract No. 3008 as shown on map recorded in Book 34 Page 71 of Maps in said Office of the County Recorder; all of Lot 1 of Tract No. 7619 as shown on map recorded in Book 78 Pages 70 and 71 of Maps in said Office of the County Recorder; all of Lot 1 of Tract No. 8428 as shown on map recorded in Book 117 Pages 6 and 7 of Maps in said Office of the County Recorder; Lots A and 11 to 30 inclusive and those portions of Lot B and Lots 1 to 10 inclusive of Tract No. 2532 as shown on map recorded in Book 28 Page 81 of Maps in said Office of the County Recorder; those portions of Lots 59 to 62 inclusive and Lots 75 to 78 inclusive, Vineland Avenue 50 feet wide, Tujunga Avenue, 50 feet wide, as shown on the map of property of the Lankershim Ranch Land and Water Co., recorded

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in Book 31 Pages 39 et seq., of Miscellaneous Records in said Office of the County Recorder of said County all described as a whole as follows:

Beginning at the intersection of the northeasterly line of Southern Pacific Railroad, Coast Line, right of way, 100 feet wide, as described in the deed to the Southern Pacific Railroad Company recorded in Book 1550 Page 290 of Deeds in the Office of said County Recorder with the westerly line of the southwest 1/4 of the southeast 1/4 of said Section 4, said intersection being hereinafter referred to as point "A"; thence north 01 degrees 01 minutes 48 seconds east along said westerly line 987.44 feet to the northerly line of said southwest 1/4 of the southeast 1/4 of Section 4; thence south 89 degrees 03 minutes 05 seconds east along said northerly line 1281.87 feet to a point in the westerly line of Hollywood Way, 100 feet wide, said point being hereinafter referred to as point "B"; thence continuing south 89 degrees 03 minutes 05 seconds east along said northerly line 50.00 feet to the center line of said Hollywood Way and the southeast corner of the northwest 1/4 of the southeast 1/4 of said Section 4; thence north 01 degrees 00 minutes 12 seconds east along the easterly line of said northwest 1/4 of the southeast 1/4 of said Section 4 a distance of 1331.26 feet to the northerly line of the southeast 1/4 of said Section 4; thence north 89 degrees 01 minutes 33 seconds west along said northerly line 50.00 feet to a point in the westerly line of said Hollywood Way, 100 feet wide, said point being hereinafter referred to as point "C"; thence continuing north 89 degrees 01 minutes 33 seconds west along said northerly line to and along the southerly line of said Lot A of Tract No. 3008 a distance of 1819.55 feet to a point being hereinafter referred to as point "D"; thence north 12 degrees 54 minutes 21 seconds west 2897.71 feet to the easterly line of the westerly 89.62 feet of Lots 1 to 10 inclusive of said Tract No. 2532, said easterly line being also the westerly line of Lot 1 of said Tract No. 23182; thence north 0 degree 09 minutes 03 seconds east along the westerly line of said last mentioned Lot 1 and the northerly prolongation thereof 1142.53 feet to the southerly line of Keswick Street, 60 feet wide, as shown on said map of Tract No. 23182; thence north 88 degrees 50 minutes 24 seconds west along said Keswick Street 254.19 feet to the southerly prolongation of a line drawn parallel with the west line of the land shown on licensed surveyors map filed in Book 14 Page 1

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of Record of Surveys in the Office of said County Recorder that passes through a point in the northerly line of said Keswick Street distant easterly thereon 165.90 feet from the southeast corner of that certain parcel described in the deed recorded in Book 17591 Page 285 of Official Records in the Office of said County Recorder; thence north 0 degree 10 minutes 13 seconds east along said prolongation to and along said parallel line 237.49 feet to the southwesterly prolongation of the southeasterly line of Parcel 10 of said licensed surveyors map; thence north 39 degrees 25 minutes 03 seconds east along said prolongation to and along said southeasterly line 140.23 feet to the most easterly corner of said Parcel 10; said most easterly corner being in the southwesterly line of San Fernando Road, 50 feet wide, as shown on said last mentioned map; thence north 50 degrees 37 minutes 57 seconds west along said southwesterly line 540.03 feet to a point distant thereon south 50 degrees 37 minutes 57 seconds east 1067.50 feet from the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west 25.81 feet to a line parallel with and distant 20 feet southwesterly measured at right angles, from said southwesterly line; thence north 50 degrees 37 minutes 57 seconds west along said parallel line 106 feet, thence north 0 degree 10 minutes 13 seconds east 25.81 feet to said southwesterly line; thence north 50 degrees 37 minutes 57 seconds west along said southwesterly line 435 feet to a point distant thereon south 50 degrees 37 minutes 57 seconds east 526.50 feet from the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west 25.81 feet to said last mentioned parallel line; thence north 50 degrees 37 minutes 57 seconds west along said parallel line 100 feet; thence north 0 degree 10 minutes 13 seconds east 25.81 feet to said southwesterly line; thence north 50 degrees 37 minutes 57 seconds west along said southwesterly line 426.50 feet to the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west along said westerly line 1282.04 feet to the northerly line of Keswick Street, formerly Balfour Street, 60 feet wide as described in the deed to the City of Los Angeles recorded in Book 6545 Page 195 of Deeds in the Office of said County Recorder; thence south 88 degrees 50 minutes 24 seconds east along said northerly line 130.02 feet to a line parallel with and distant 130 feet easterly, measured at right angles, from the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west along said parallel line 707.31 feet to the northerly line of the land described

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in the deed recorded in Book 4497 Page 249 of Official Records in the Office of said County Recorder; thence south 88 degrees 56 minutes 56 seconds east along said northerly line 202.07 feet to the westerly line of the land described in the deed recorded in Book 14853 Page 37 of Official Records in the Office of said County Recorder; thence south 0 degree 08 minutes 34 seconds west along said westerly line 184.02 feet to a point distant thereon north 0 degree 08 minutes 34 seconds east 462.023 feet from the south line of said Section 33; thence north 88 degrees 56 minutes 56 seconds west along a line parallel with said south line 332.17 feet to the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west along said westerly line 184.02 feet; thence south 88 degrees 56 minutes 56 seconds east along a line parallel with said south line of said Section 33 a distance of 332.26 feet to said westerly line of the land described in said Book 14853 Page 37 of Official Records; thence south 0 degree 08 minutes 34 seconds west along said westerly line 278 feet to said south line of Section 33; thence south 88 degrees 56 minutes 56 seconds east along said south line of Section 33 said line being also the northerly line of Lot 4 of said Section 4 a distance of 162.72 feet to the easterly line of the westerly 495.00 feet of said Lot 4; thence south 02 degrees 19 minutes 04 seconds west along said easterly line 988.49 feet to the northeasterly corner of the southerly 352.00 feet of said westerly 495.00 feet of Lot 4; thence north 89 degrees 10 minutes 44 seconds west along the northerly line of said southerly 352.00 feet a distance of 495.17 feet to the westerly line of said Lot 4 of Section 4; thence north 02 degrees 19 minutes 04 seconds east along said westerly line of Lot 4 of Section 4 a distance of 30 feet to the easterly prolongation of the northerly line of said Lot 10 of Tract No. 10629; thence south 82 degrees 52 minutes 28 seconds west along said prolongation to and along said northerly line of Lot 10 a distance of 143.75 feet to the easterly line of Clybourn Avenue as shown on said map of Tract No. 10629; thence south 07 degrees 07 minutes 32 seconds east along said Clybourn Avenue 864.28 feet to the westerly line of said Lot A of Tract No. 3008; thence south 02 degrees 19 minutes 04 seconds west along said westerly line 245.94 feet to the easterly prolongation of the southerly line of Sherman Way, 50 feet wide, as shown on said map of Tract No. 10629; thence south 89 degrees 58 minutes 02 seconds east along said easterly prolongation 5.50 feet to a point in said prolonged line distant thereon north

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89 degrees 58 minutes 02 seconds west 35.17 feet from its intersection with the southerly prolongation of said easterly line of Clybourn Avenue; thence south 0 degree 01 minutes 58 seconds west 457.71 feet; thence north 89 degrees 03 minutes 06 seconds west 417.69 feet; thence south 0 degree 02 minutes 24 seconds west 16.80 feet; thence north 89 degrees 57 minutes 37 seconds west 552.02 feet; thence north 0 degree 02 minutes 24 seconds east 25.56 feet; thence north 89 degrees 03 minutes 06 seconds west 1495.56 feet to the westerly line of said Lot 60 of property of the Lankershim Ranch Land & Water Company, said westerly line being the easterly line of Vineland Avenue, 50 feet wide, thence south 0 degree 02 minutes 00 seconds west along said westerly line 514.85 feet to a line extending south 89 degrees 01 minutes 57 seconds east from a point in the center line of Tujunga Avenue, 50 feet wide; distant thereon north 0 degree 01 minutes 58 seconds east 406.44 feet from the intersection of said center line and the westerly prolongation of the southerly line of said Lot 62 of the property of the Lankershim Ranch Land & Water Co; thence north 89 degrees 01 minutes 57 seconds west along said line 2666.10 feet to the center line of said Tujunga Avenue; thence south 0 degree 01 minutes 58 seconds west along said center line 180.43 feet to the northeasterly line of the Southern Pacific Railroad, Coast Line, right of way, 130 feet wide as described in the deed to Southern Pacific Railroad Company recorded in Book 1601 Page 224 of Deeds in the Office of said County Recorder; thence along the general northeasterly boundary of the Southern Pacific Railroad, Coast Line, right of way established by those various deeds recorded on July 10, 1902 in Book No. 1601 Page 224 of Deeds, on February 4, 1902 in Book 1527 Page 251 of Deeds, on March 21, 1902 in Book 1550 Page 138 of Deeds, on March 21, 1902 in Book 1540 Page 319 of Deeds, on February 4, 1902 in Book 1539 Page 127 of Deeds, on May 1, 1902 in Book 1574 Page 109 of Deeds and on April 17, 1902 in Book 1550 Page 290 of Deeds all in the Office of said County Recorder the following courses and distances; south 76 degrees 35 minutes 32 seconds east 1357.18 feet, south 0 degree 01 minutes 59 seconds west 30.84 feet; south 76 degrees 35 minutes 32 seconds east 2713.98 feet, north 0 degree 02 minutes 00 seconds east 30.84 feet, south 76 degrees 35 minutes 32 seconds east 1491.33 feet, south 07 degrees 07 minutes 37 seconds east 32.03 feet and south 76 degrees 35 minutes 32 seconds east 2416.87 feet to the point of beginning.

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EXCEPT that portion of the above described land included within a strip of land 30.00 feet in width, the center line of said strip being described as follows:

Beginning at a point distant south 89 degrees 01 minutes 57 seconds east 900.72 feet from a point in said center line of Tujunga Avenue, 50.00 feet wide, distant along said center line north 0 degree 01 minutes 58 seconds east 421.44 feet from the westerly prolongation of the southerly line of said Lot 62; thence westerly along a curve, concave southeasterly having a radius 477.68 feet, a radial line from the beginning having a bearing of south 0 degree 58 minutes 03 seconds west a distance of 348.04 feet; thence south 49 degrees 13 minutes 19 seconds west 100.00 feet to the beginning of a tangent curve concave northwesterly having a radius of 477.68 feet; thence southwesterly along said curve 167.68 feet to the northeasterly line of the 130.00 feet right of way of Southern Pacific Railroad Company as described in the deed recorded in Book 1601 Page 224 of Deeds in the Office of said County Recorder.

PARCEL 1A:

An easement for the purpose of construction and maintaining a service tunnel for pipes, conduits, pavement, curbing and sidewalk, as granted to United Airports Company of California, Ltd., a Delaware corporation, in deed recorded February 15, 1941 as Instrument No. 1190 in Book 18138 Page 382, and for ingress and egress for vehicular and pedestrian traffic as granted to Lockheed Air Terminal, Inc., a Delaware corporation, in deed recorded May 11, 1978 as Instrument No. 78-505066 of Official Records, over that portion of the southwest quarter of the southeast quarter of Section 4 Township 1 North Range 14 West, San Bernardino Meridian, in the City of Burbank, County of Los Angeles, State of California according to the official plat thereof described as follows:

Beginning at the northwest corner of the southwest quarter of the southeast quarter of said Section 4; thence along the northerly line of said southwest quarter of the southeast quarter of Section 4 south 89 degrees 24 minutes 18 seconds east 36.93 feet to the beginning of a tangent curve concave southeasterly having a radius

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of 40.00 feet; thence southwesterly along said curve through a central angle of 67 degrees 35 minutes 38 seconds a distance of 47.19 feet to the westerly line of said southwest quarter of the southeast quarter of Section 4; thence north 0 degrees 40 minutes 23 seconds east along said westerly line to the point of beginning.

PARCEL 1B:

An easement for ingress and egress over that portion of the southwest 1/4 of the northeast 1/4 of Section 4 Township 1 North Range 14 West, San Bernardino Meridian, in the City of Burbank, in the County of Los Angeles, State of California according to the official plat thereof and that portion of Lot A of Tract No. 3008 in said City, County of Los Angeles, State of California, as shown on map recorded in Book 34 Page 71 of Maps in the Office of the County Recorder of said County within a strip of land 30 feet wide, measured at right angles from the southerly line, the southerly line of said strip being described as follows:

Beginning at the southeast corner of the southwest 1/4 of the northeast 1/4 of said Section 4; thence north 89 degrees 01 minutes 33 seconds west along the southerly line of said southwest 1/4 of the northeast 1/4 of said Section 4 to and along the southerly line of said Lot A, a distance of 1869.55 feet.

The northerly line of said 30 foot strip to be prolonged or shortened to terminate westerly in a line that bears north 12 degrees 54 minutes 21 seconds west and passes thru point "D" in the hereinabove described Parcel 1 and to terminate easterly in the easterly line of the southwest 1/4 of the northeast 1/4 of said Section 4.

PARCEL 1C:

An easement to intermittently flood and inundate the following described land for the purpose of controlling storm water runoff in connection with the protection, continuance of operation and maintenance of an established course for storm waters, said land being described as follows:

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Those portions of Lots 1 and 2 of the Comstock Tract, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 13 Page 181 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 1; thence south 01 degrees 54 minutes 50 seconds east along the westerly line of said Lot 1 a distance of 451.13 feet to the southwesterly corner of the land conveyed to Walter Bagge, et al., by deed recorded in Book 9426 Page 96 of Official Records, in the Office of the County Recorder of said County; thence leaving the line of the land so conveyed to Bagge south 48 degrees 34 minutes 06 seconds east 188.32 feet to a point in the easterly line of said Lot 1, said point being the true point of beginning of this description; thence south 89 degrees 42 minutes 40 seconds west 267.73 feet to the westerly line of said Lot 2; thence south 03 degrees 28 minutes 10 seconds east along said westerly line 10.02 feet to a line that is parallel with and distant 10.00 feet southerly measured at right angles from the hereinabove described line having a bearing of south 89 degrees 42 minutes 40 seconds west; thence north 89 degrees 42 minutes 40 seconds east along said parallel line 257.17 feet to a line that is parallel with and distant 10.00 feet westerly measured at right angles from the easterly line of said Lot 1; thence south 0 degrees 17 minutes 20 seconds east along said parallel line 237.93 feet; thence north 89 degrees 42 minutes 40 seconds east 10.00 feet to the easterly line of said Lot 1; thence north 0 degrees 17 minutes 20 seconds west along the easterly line 247.93 feet to the true point of beginning.

As granted to Lockheed Air Terminal, Inc., a Delaware corporation, by deed recorded April 13, 1978 as Instrument No. 78-389383 of Official Records of said County.

PARCEL 1D:

An easement and right of way to construct a dike and the uses appurtenant thereto over a parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, being a portion of Lot 2, Comstock Tract,

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as shown on map recorded in Book 13 Page 181 of Maps, in the Office of the County Recorder of said County, particularly described as follows:

Commencing at the northeasterly corner of Lot 1 of said Comstock Tract; thence south 0 degrees 11 minutes 49 seconds west along the easterly line of said Lot 1, a distance of 451.13 feet to the northeast corner of that certain parcel of land conveyed to G. D. Lynch and Nita V. Lynch by deed recorded in Book 6890 Page 372, of Official Records of said County; thence north 89 degrees 48 minutes 11 seconds west along the northerly line of said last mentioned land 162.52 feet to the true point of beginning; thence continuing north 89 degrees 48 minutes 11 seconds west along the northerly line of said land described in deed to G. D. Lynch and Nita V. Lynch 105.23 feet to the northwest corner of said last mentioned land, said northwest corner being on the westerly line of said Lot 2; thence north 3 degrees 00 minutes 20 seconds west along the westerly line of said Lot 2, a distance of 65.50 feet to its intersection with a curve concave to the southwest, having a radius of 345 feet from which point of intersection a radial line bears south 20 degrees 34 minutes 40 seconds west; thence southeasterly along said curve through a central angle of 21 degrees 12 minutes 57 seconds an arc distance of 127.75 feet to the true point of beginning.

PARCEL 1E:

An easement and right of way to construct a dike and the uses appurtenant thereto over a parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, being a portion of Lots 1 and 2, Comstock Tract as shown on map recorded in Book 13 Page 181 of Maps, in the Office of the County Recorder of said County, particularly described as follows:

Commencing at the northeasterly corner of said Lot 1 of Comstock Tract; thence south 0 degrees 11 minutes 49 seconds west along the easterly line of said Lot 1, a distance of 451.13 feet to the northeast corner of that certain parcel of land conveyed to G. D. Lynch and Nita V. Lynch by deed recorded in Book 6890 Page 372 of Official Records of said County; thence north 89 degrees 48 minutes

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11 seconds west along the northerly line of said last mentioned land 45.33 feet to the true point of beginning; thence continuing north 89 degrees 48 minutes 11 seconds west 117.19 feet to a point on a curve concave to the southwest having a radius of 345.00 feet, a radial line from said point bears south 41 degrees 47 minutes 37 seconds west; thence northwesterly along said curve through a central angle of 21 degrees 12 minutes 57 seconds, an arc distance of 127.75 feet to a point on the westerly line of said Lot 2 of Comstock Tract, a radial line from said point bears south 20 degrees 34 minutes 40 seconds west; thence north 3 degrees 00 minutes 20 seconds west along said westerly line of Lot 2, a distance of 85.78 feet to a point on a curve concave to the southwest having a radius of 425.00 feet, a radial line from said point bears south 15 degrees 56 minutes 46 seconds west; thence southeasterly along said curve through a central angle of 27 degrees 23 minutes 03 seconds, an arc distance of 203.13 feet; thence tangent to said curve south 46 degrees 40 minutes 11 seconds east 76.27 feet to the true point of beginning.

PARCEL 1F:

An easement for a sanitary sewer over a strip of land, 10 feet in width, over those portions of Lots 79 and 98 of Lankershim Ranch Land & Water Co.'s Subdivision, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Pages 39 et seq. of Miscellaneous Records, in the Office of the County Recorder of said County, as described in the deeds to Murray W. Cox, recorded February 13, 1942, as Instrument No. 122, in Book 19079 Page 377, Official Records, and recorded January 10, 1942, as Instrument No. 127, in Book 19007 Page 251, Official Records, the center line of said 10 foot wide strip of land being described as follows:

Beginning at a point in the center line of Van Owen Street (50 feet wide), distant thereon south 89 degrees 50 minutes 40 seconds west, 85.59 feet from the northerly prolongation of the most westerly line of Lot A of Tract No. 7341, as per map recorded in Book 77 Page 90 of Maps, Records in said Recorder's Office; thence south 27 degrees 16 minutes 40 seconds east, 49.43 feet to a point in a line parallel with and distant 63 feet westerly, measured

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at right angles, from the most westerly line of said Lot A; thence south 0 degrees 04 minutes 52 seconds east, along said parallel line 1936.52 feet; thence south 0 degrees 49 minutes 08 seconds west, to the center line of Victory Boulevard, 50 feet wide.

PARCEL 1G:

A non-exclusive easement for a sanitary sewer over a strip of land, 10 feet in width, over that portion of Lot 78 of Lankershim Ranch Land & Water Co.'s Subdivision, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Pages 39 et seq. of Miscellaneous Records, in the Office of the County Recorder of said County, as described in the deed to Adel Precision Products Corporation, recorded September 28, 1940, as Instrument No. 269, in Book 17844 Page 244, Official Records, the center line of said 10 foot wide strip of land being described as follows:

Beginning at a point in the center line of Vanowen Street (50 feet wide), south 89 degrees 50 minutes 40 seconds west, 85.59 feet from the intersection of the center line of Vanowen Street, with the northerly prolongation of the most westerly line of Lot A of Tract No. 7341, as per map recorded in Book 77 Page 90 of Maps, in said Recorder's Office; thence north 27 degrees 16 minutes 40 seconds west, 33.71 feet; thence north 0 degrees 04 minutes 52 seconds west, 290.95 feet to the southwesterly line of the Southern Pacific Railroad Company's right of way.

PARCEL 1H:

A permanent easement and right of way to construct, reconstruct, maintain, operate, repair, replace and or use (or have the same accomplished by others) a water main and pipe under the surface of that certain strip of land 5 feet in width and 330.45 feet in length, consisting of 2 1/2 feet on each side of a line situated 35 feet south of and parallel to the north boundary line of the following described land:

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That portion of the southwest 1/4 of Section 33 Township 2 North Range 14 West San Bernardino Meridian in the City of Los Angeles, County of Los Angeles, State of California, according to the official plat thereof described as follows:

Beginning at the southwest corner of said section; thence south 89 degrees 01 minutes 30 seconds east along the south line thereof 330.45 feet to the southwest corner of the land conveyed to Yoshitaro Wada by deed recorded in Book 3280 Page 169 of Deeds, in the Office of the County Recorder of said County; thence north 0 degrees 04 minutes east along the west line of the land so conveyed to Wada, 278 feet; thence south 89 degrees 01 minutes 30 seconds west 330.45 feet, more or less, to the west line of said section; thence south 0 degrees 04 minutes west to the point of beginning.

As granted to Lockheed Air Terminal, Inc., a Delaware corporation, by deed recorded August 17, 1954 as Instrument No. 2366 in Book 45335 Page 399 of Official Records of said County.

PARCEL 2:

A parcel of land situated in the southeast quarter of Section 20, Township 2 North, Range 14 West, San Bernardino Meridian, according to the official plat thereof, in the City of Los Angeles, in the County of Los Angeles, State of California, described as follows:

Beginning at a point in the east line of said Section 20, distant thereon north 0 degrees 47 minutes 47 seconds east 1511.02 feet from the southeast corner of said section; thence at right angles north 89 degrees 12 minutes 13 seconds west 50 feet; thence parallel with said section line, north 0 degrees 47 minutes 47 seconds east 50 feet; thence at right angles south 89 degrees 12 minutes 13 seconds east 50 feet to a point in said east line of Section 20; thence south 0 degrees 47 minutes 47 seconds west along said section line 50 feet to the point of beginning.

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PARCEL 3: (Deleted)

PARCEL 4:

A perpetual easement and right of way for pole lines and incidental purposes over, through, under, along and across that portion of Lot 4 of Tract No. 3575, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map recorded in Book 41 Page 30 of Maps, in the Office of the County Recorder of said County, included within a strip of land 10 feet wide, lying 5 feet on each side of the following described center line:

Beginning at a point in the easterly line of Wheatland Avenue, 30 feet wide, distant south 0 degrees 09 minutes 40 seconds west thereon 107.21 feet from its intersection with the easterly prolongation of the center line of Lanark Street, 60 feet wide, as said intersection is shown on map of Tract No. 9325 recorded in Book 125 Pages 92 and 93 of Maps in the Office of said County Recorder, thence south 12 degrees 52 minutes 50 seconds east 61.51 feet, more or less, to a point in the southerly line of said Lot 4, distant 13.88 feet easterly from the southwest corner of said Lot 4.

The side lines of said strip of land to be prolonged or shortened so as to terminate northerly in said easterly line of Wheatland Avenue, and southerly in said southerly line of Lot 4 of Tract No. 3575.

Said easement is within lines of Wheatland Avenue, 30 feet wide, as dedicated by map of Tract No. 13171 recorded in Book 256 Pages 47 and 48 of Maps in said Office of the County Recorder.

PARCEL 4A:

A permanent easement and right of way for pole lines over, through, under, along and across that portion of Lot 5 of Tract No. 3575, in the City of Los Angeles, in the County of Los Angeles, State of California, as shown on a map recorded in Book 41 Page 30 of Maps, in the Office of the County Recorder of said County; included within a strip of land 10 feet wide lying 5 feet on each side of the following described center line: Beginning at a point in the easterly line of Wheatland Avenue, 30 feet wide, distant south 0 degrees 09 minutes 40 seconds west thereon 107.21 feet from its intersection with the easterly

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prolongation of the center line of Lanark Street, 60 feet wide, as said intersection is shown on map of Tract No. 9325 recorded in Book 125 Pages 92 and 93 of Maps in the Office of said County Recorder, thence south 12 degrees 52 minutes 50 seconds east 1073.38 feet, more or less, to a point in the northeasterly line of that portion of San Fernando Road, 60 feet wide, lying northeasterly of and adjoining the Southern Pacific Railroad Company right of way, distant south 50 degrees 36 minutes 38 seconds east 312.70 feet from the intersection of said easterly line of Wheatland Avenue with said northeasterly line of San Fernando Road.

The side lines of said strip of land to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 5, and southerly in said northeasterly line of San Fernando Road.

Said easement is within the lines of Lots 2, 3 and 4 and Wheatland Avenue as shown on map of Tract No. 20377 recorded in Book 760 Pages 51 to 53 inclusive of Maps in said Office of the County Recorder.

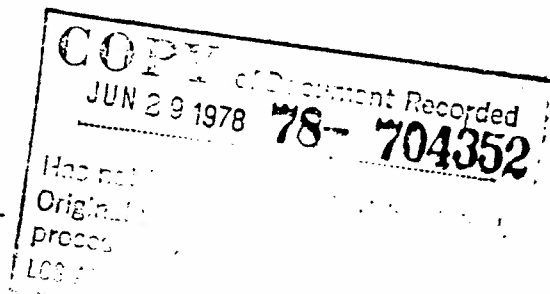
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Lillick McHose & Charles
707 Wilshire Boulevard
Los Angeles, California 90017
Attention: A. K. Farrand, Esq.

DOCUMENTARY TRANSFER TAX
is ZERO - R & T Code § 11922

Computed on Full Value of
Property Conveyed in the Cities
of Burbank and Los Angeles,
County of Los Angeles, California.

By _____



GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF BURBANK, a municipal corporation organized under the laws of the State of California ("Grantor") hereby grants to the Hollywood-Burbank Airport Authority, a public entity and agency duly organized and existing pursuant to an agreement entitled "Joint Exercise of Powers Agreement Between the Cities of Burbank, Glendale and Pasadena Creating an Agency Known as the Hollywood-Burbank Airport Authority," dated as of June 14, 1977, and amended by Instrument dated May 23, 1978, pursuant to the California Joint Exercise of Powers Act ("Grantee"), that certain real property located in the Cities of Burbank and Los Angeles, County of Los Angeles, State of California, more particularly described as Parcels 1 and 2 on Exhibit A attached hereto

and made a part hereof, together with all easements and other rights appurtenant thereto, including without limitation those certain easements more particularly described as Parcels 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 4 and 4A on said Exhibit A.

SUBJECT TO: All leases described in that certain Assignment of Leases and Licenses dated of even date herewith, made by and between Grantor and Hollywood-Burbank Airport Authority ("HBAA"), recorded concurrently herewith; the rights of the United States of America acting through the Department of Transportation, Federal Aviation Administration; and all liens, encumbrances, licenses, easements, rights-of-way, covenants, conditions, restrictions and other matters of record.

RESERVING UNTO GRANTOR the following easements:

1. That certain easement for a sanitary sewer conduit recorded August 22, 1939 as Instrument No. 807 in Book 16860, Page 77, Official Records and recorded March 7, 1940 as Instrument No. 1350 in Book 17356, Page 45, Official Records and also recorded on April 16, 1940 as Instrument No. 1580 in Book 17397, Page 249, Official Records.

2. That certain easement for a public road, highway and street known as Empire Avenue recorded March 11, 1941 as Instrument No. 1452 in Book 18230, Page 256, Official Records.

3. That certain easement for a public road, highway and street known as Empire Avenue recorded March 11, 1941 as Instrument No. 1451 in Book 18195, Page 284, Official Records and recorded March 14, 1941 as Instrument No. 1350 in Book 18227, Page 325, Official Records and also recorded April 7, 1941 as Instrument No. 1067 in Book 18295, Page 164, Official Records.

4. That certain easement for a public street recorded September 1, 1923 as Instrument No. 1092 in Book 2546, Page 261, Official Records and registered under the Land Title Law as Document No. 46769 on November 7, 1923.

5. That certain easement for a public road, highway and street recorded August 10, 1933 as Instrument No. 544 in Book 12349, Page 56, Official Records.

6. That certain easement for a public street recorded October 30, 1923 as Instrument No. 1194 in Book 2837, Page 163, Official Records.

7. That certain easement for public utility purposes as reserved by the City of Burbank in Resolution of Intention No. 2031, adopted October 23, 1941, accepted by Resolution No. 2058 on December 2, 1941, and as reserved by the City of Burbank in Resolution of Intention No. 1932, adopted May 13, 1941, accepted by Resolution No. 1965 on June 24, 1941, certified copies thereof being recorded July 29, 1953, as Instrument No. 2298 in Book 42336, Page 73, Official Records, and recorded March 29, 1954, as Instrument

No. 3516 in Book 44190, Page 277, Official Records, respectively.

8. That certain easement affecting that portion of Parcel 1 of said land formerly known as Tulare Avenue, 50 feet wide, conveyed to the City of Burbank, April 2, 1929, by Boeing Air Transport, Inc., by Deed recorded in Book 3802, Page 18, Official Records of said county, for public utility purposes as reserved by the City of Burbank in Resolution of Intention to Vacate No. 1932, adopted May 13, 1941, accepted by Resolution of Vacation No. 1965 on June 24, 1941, a certified copy of said Resolution No. 1965 being recorded March 29, 1954 as Instrument No. 3516 in Book 44190, Page 277, Official Records, except from said easement that portion of Parcel 1 described in Resolution of Vacation No. 18,393, recorded on June 21, 1978 as Instrument No. 78-671596.

9. That certain easement for a public street recorded April 4, 1929 as Instrument No. 1546 in Book 3802, Page 18, Official Records.

10. That certain easement for public street purposes over that portion of Parcel 1 of said land described in Paragraph 9 above within Clybourn Avenue, as shown upon the Subdivision and Tract No. 10629 as per map recorded in Book 165, Page 35 of Maps.

11. Those certain easements, rights and rights of way enumerated in Section 8330 of the Streets and Highway

Code of the State of California, as reserved by the City of Burbank in Resolution of Intention No. 2411, adopted May 13, 1941, accepted by Resolution No. 2501 on May 17, 1941, a certified copy of said resolution No. 2501 being recorded May 19, 1944 as Instrument No. 1190 in Book 20959, Page 108, Official Records.

12. That certain easement for electrical energy, water and other public utilities and incidental purposes in favor of City of Burbank as recited in an unrecorded Re-vesting Judgment entered January 30, 1951 in United States District Court, Southern District of California Central Division No. 3695 Civil. (Tract No. 106).

13. That certain easement for public street purposes recorded in Book 31, Pages 39 et seq of Miscellaneous Records.

14. The terms and provisions of a Notice of Consent to Use of Land dated June 1, 1966 executed by Lockheed Air Terminal, Inc. recorded June 1, 1966 as Instrument No. 3239.

15. That certain easement for public utilities recorded November 20, 1975 as Instrument No. 2872 in Book D-6877, Page 109, Official Records.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed hereto and this instrument

to be executed by its Mayor thereunto duly authorized.

DATED: As of June 29, 1978

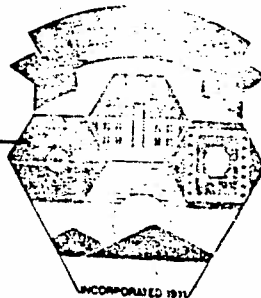
CITY OF BURBANK,
a California municipal corporation

By *Byron E. Cook*
Byron E. Cook, Mayor

ATTEST:

By *Evelyn L. Haley*
Evelyn L. Haley
City Clerk

OFFICIAL SEAL



This is to certify that the interest in real property conveyed by the deed or grant deed dated as of June 29, 1978 from the City of Burbank, a municipal corporation, to the Hollywood-Burbank Airport Authority, a public entity and agency duly organized and existing pursuant to an agreement entitled "Joint Exercise of Powers Agreement Between the Cities of Burbank, Glendale and Pasadena Creating an Agency Known as the Hollywood-Burbank Airport Authority," dated as of June 14, 1977, and amended by Instrument dated May 23, 1978, pursuant to the California Joint Exercise of Powers Act is hereby accepted by the undersigned, the President of the Commission of the Hollywood-Burbank Airport Authority, on behalf of the Hollywood-Burbank Airport Authority pursuant to authority conferred by Resolution No. 33 adopted June 19, 1978, and the Grantee consents to the recordation thereof by its duly authorized officer.

DATED: As of June 29, 1978

HOLLYWOOD-BURBANK AIRPORT AUTHORITY, a public entity and agency duly organized and existing pursuant to an agreement entitled "Joint Exercise of Powers Agreement Between the Cities of Burbank, Glendale and Pasadena Creating an Agency Known as the Hollywood-Burbank Airport Authority," dated as of June 14, 1977, and amended by Instrument dated May 23, 1978, pursuant to the California Joint Exercise of Powers Act.

By William B. Rudell
William B. Rudell
President of the Commission

ATTEST:

Carl Meseck

Carl Meseck
Secretary of the Commission

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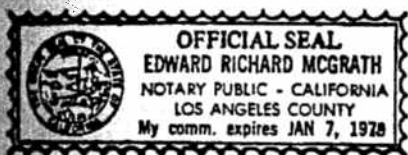
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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS.

On this 28th day of June, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM B. RUDELL and CARL MESECK, known to me to be the President and Secretary, respectively, of the HOLLYWOOD-BURBANK AIRPORT AUTHORITY and known to me to be the persons who executed the within instrument on behalf of said public agency, and acknowledged to me that such public agency executed the same.

WITNESS my hand and official seal.

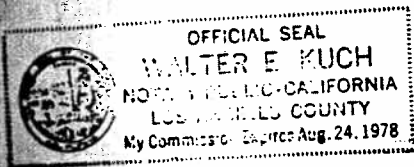


Edward Richard McGrath
Notary Public in and for the
State of California

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 28th day of June, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared BYRON E. COOK and EVELYN L. HALEY, known to me to be the Mayor and City Clerk, respectively, of the CITY OF BURBANK, and known to me to be the persons who executed the within instrument on behalf of said public corporation, and acknowledged to me that such public corporation executed the same.

WITNESS my hand and official seal.



Walter E. Kuch
Notary Public in and for the
State of California

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY
AND APPURTENANT EASEMENTS

[Consisting Of 14 Pages Numbered A-1 Through A-14.]

PARCEL 1:

That certain parcel of land partly in the City of Burbank and partly in the City of Los Angeles; County of Los Angeles, State of California and being more particularly that portion of the southwest 1/4 of Section 33, Township 2 North Range 14 West, San Bernardino Meridian, according to the official plat thereof; Parcel 10 as shown on licensed surveyors map filed in Book 14 Page 1 of Record of Surveys in the Office of the County Recorder of said County; that portion of Lot 1 of Tract No. 23182 as shown on map recorded in Book 627 Pages 82 and 83 of Maps in said Office of the County Recorder; that portion of Lots 3, 4 and 5 and of the southeast 1/4 of Section 4, Township 1 North Range 14 West, San Bernardino Meridian, according to the official plat thereof; all of Lots 10 to 22 inclusive and that portion of Lot 23 and also portions of the alley, Tulare Avenue and Clybourn Avenue (all now vacated) as shown on the map of Tract No. 10629 recorded in Book 165 Pages 34 and 35 of Maps in said Office of the County Recorder; all of Lot A of Tract No. 3008 as shown on map recorded in Book 34 Page 71 of Maps in said Office of the County Recorder; all of Lot 1 of Tract No. 7619 as shown on map recorded in Book 78 Pages 70 and 71 of Maps in said Office of the County Recorder; all of Lot 1 of Tract No. 8428 as shown on map recorded in Book 117 Pages 6 and 7 of Maps in said Office of the County Recorder; Lots A and 11 to 30 inclusive and those portions of Lot B and Lots 1 to 10 inclusive of Tract No. 2532 as shown on map recorded in Book 28 Page 81 of Maps in said Office of the County Recorder; those portions of Lots 59 to 62 inclusive and Lots 75 to 78 inclusive, Vineland Avenue 50 feet wide, Tujunga Avenue, 50 feet wide, as shown on the map of property of the Lankershim Ranch Land and Water Co., recorded

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in Book 31 Pages 39 et seq., of Miscellaneous Records in said Office of the County Recorder of said County all described as a whole as follows:

Beginning at the intersection of the northeasterly line of Southern Pacific Railroad, Coast Line, right of way, 100 feet wide, as described in the deed to the Southern Pacific Railroad Company recorded in Book 1550 Page 290 of Deeds in the Office of said County Recorder with the westerly line of the southwest 1/4 of the southeast 1/4 of said Section 4, said intersection being hereinafter referred to as point "A"; thence north 01 degrees 01 minutes 48 seconds east along said westerly line 987.44 feet to the northerly line of said southwest 1/4 of the southeast 1/4 of Section 4; thence south 89 degrees 03 minutes 05 seconds east along said northerly line 1281.87 feet to a point in the westerly line of Hollywood Way, 100 feet wide, said point being hereinafter referred to as point "B"; thence continuing south 89 degrees 03 minutes 05 seconds east along said northerly line 50.00 feet to the center line of said Hollywood Way and the southeast corner of the northwest 1/4 of the southeast 1/4 of said Section 4; thence north 01 degrees 00 minutes 12 seconds east along the easterly line of said northwest 1/4 of the southeast 1/4 of said Section 4 a distance of 1331.26 feet to the northerly line of the southeast 1/4 of said Section 4; thence north 89 degrees 01 minutes 33 seconds west along said northerly line 50.00 feet to a point in the westerly line of said Hollywood Way, 100 feet wide, said point being hereinafter referred to as point "C"; thence continuing north 89 degrees 01 minutes 33 seconds west along said northerly line to and along the southerly line of said Lot A of Tract No. 3008 a distance of 1819.55 feet to a point being hereinafter referred to as point "D"; thence north 12 degrees 54 minutes 21 seconds west 2897.71 feet to the easterly line of the westerly 89.62 feet of Lots 1 to 10 inclusive of said Tract No. 2532, said easterly line being also the westerly line of Lot 1 of said Tract No. 23182; thence north 0 degree 09 minutes 03 seconds east along the westerly line of said last mentioned Lot 1 and the northerly prolongation thereof 1142.53 feet to the southerly line of Keswick Street, 60 feet wide, as shown on said map of Tract No. 23182; thence north 88 degrees 50 minutes 24 seconds west along said Keswick Street 254.19 feet to the southerly prolongation of a line drawn parallel with the west line of the land shown on licensed surveyors map filed in Book 14 Page 1

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of Record of Surveys in the Office of said County Recorder that passes through a point in the northerly line of said Keswick Street distant easterly thereon 165.90 feet from the southeast corner of that certain parcel described in the deed recorded in Book 17591 Page 285 of Official Records in the Office of said County Recorder; thence north 0 degree 10 minutes 13 seconds east along said prolongation to and along said parallel line 237.49 feet to the southwesterly prolongation of the southeasterly line of Parcel 10 of said licensed surveyors map; thence north 39 degrees 25 minutes 03 seconds east along said prolongation to and along said southeasterly line 140.23 feet to the most easterly corner of said Parcel 10; said most easterly corner being in the southwesterly line of San Fernando Road, 50 feet wide, as shown on said last mentioned map; thence north 50 degrees 37 minutes 57 seconds west along said southwesterly line 540.03 feet to a point distant thereon south 50 degrees 37 minutes 57 seconds east 1067.50 feet from the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west 25.81 feet to a line parallel with and distant 20 feet southwesterly measured at right angles, from said southwesterly line; thence north 50 degrees 37 minutes 57 seconds west along said parallel line 106 feet, thence north 0 degree 10 minutes 13 seconds east 25.81 feet to said southwesterly line; thence north 50 degrees 37 minutes 57 seconds west along said southwesterly line 435 feet to a point distant thereon south 50 degrees 37 minutes 57 seconds east 526.50 feet from the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west 25.81 feet to said last mentioned parallel line; thence north 50 degrees 37 minutes 57 seconds west along said parallel line 100 feet; thence north 0 degree 10 minutes 13 seconds east 25.81 feet to said southwesterly line; thence north 50 degrees 37 minutes 57 seconds west along said southwesterly line 426.50 feet to the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west along said westerly line 1282.04 feet to the northerly line of Keswick Street, formerly Balfour Street, 60 feet wide as described in the deed to the City of Los Angeles recorded in Book 6545 Page 195 of Deeds in the Office of said County Recorder; thence south 88 degrees 50 minutes 24 seconds east along said northerly line 130.02 feet to a line parallel with and distant 130 feet easterly, measured at right angles, from the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west along said parallel line 707.31 feet to the northerly line of the land described

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in the deed recorded in Book 4497 Page 249 of Official Records in the Office of said County Recorder; thence south 88 degrees 56 minutes 56 seconds east along said northerly line 202.07 feet to the westerly line of the land described in the deed recorded in Book 14853 Page 37 of Official Records in the Office of said County Recorder; thence south 0 degree 08 minutes 34 seconds west along said westerly line 184.02 feet to a point distant thereon north 0 degree 08 minutes 34 seconds east 462.023 feet from the south line of said Section 33; thence north 88 degrees 56 minutes 56 seconds west along a line parallel with said south line 332.17 feet to the westerly line of said Section 33; thence south 0 degree 10 minutes 13 seconds west along said westerly line 184.02 feet; thence south 88 degrees 56 minutes 56 seconds east along a line parallel with said south line of said Section 33 a distance of 332.26 feet to said westerly line of the land described in said Book 14853 Page 37 of Official Records; thence south 0 degree 08 minutes 34 seconds west along said westerly line 278 feet to said south line of Section 33; thence south 88 degrees 56 minutes 56 seconds east along said south line of Section 33 said line being also the northerly line of Lot 4 of said Section 4 a distance of 162.72 feet to the easterly line of the westerly 495.00 feet of said Lot 4; thence south 02 degrees 19 minutes 04 seconds west along said easterly line 988.49 feet to the northeasterly corner of the southerly 352.00 feet of said westerly 495.00 feet of Lot 4; thence north 89 degrees 10 minutes 44 seconds west along the northerly line of said southerly 352.00 feet a distance of 495.17 feet to the westerly line of said Lot 4 of Section 4; thence north 02 degrees 19 minutes 04 seconds east along said westerly line of Lot 4 of Section 4 a distance of 30 feet to the easterly prolongation of the northerly line of said Lot 10 of Tract No. 10629; thence south 82 degrees 52 minutes 28 seconds west along said prolongation to and along said northerly line of Lot 10 a distance of 143.75 feet to the easterly line of Clybourn Avenue as shown on said map of Tract No. 10629; thence south 07 degrees 07 minutes 32 seconds east along said Clybourn Avenue 864.28 feet to the westerly line of said Lot A of Tract No. 3008; thence south 02 degrees 19 minutes 04 seconds west along said westerly line 245.94 feet to the easterly prolongation of the southerly line of Sherman Way, 50 feet wide, as shown on said map of Tract No. 10629; thence south 89 degrees 58 minutes 02 seconds east along said easterly prolongation 5.50 feet to a point in said prolonged line distant thereon north

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89 degrees 58 minutes 02 seconds west 35.17 feet from its intersection with the southerly prolongation of said easterly line of Clybourn Avenue; thence south 0 degree 01 minutes 58 seconds west 457.71 feet; thence north 89 degrees 03 minutes 06 seconds west 417.69 feet; thence south 0 degree 02 minutes 24 seconds west 16.80 feet; thence north 89 degrees 57 minutes 37 seconds west 552.02 feet; thence north 0 degree 02 minutes 24 seconds east 25.56 feet; thence north 89 degrees 03 minutes 06 seconds west 1495.56 feet to the westerly line of said Lot 60 of property of the Lankershim Ranch Land & Water Company, said westerly line being the easterly line of Vineland Avenue, 50 feet wide, thence south 0 degree 02 minutes 00 seconds west along said westerly line 514.85 feet to a line extending south 89 degrees 01 minutes 57 seconds east from a point in the center line of Tujunga Avenue, 50 feet wide; distant thereon north 0 degree 01 minutes 58 seconds east 406.44 feet from the intersection of said center line and the westerly prolongation of the southerly line of said Lot 62 of the property of the Lankershim Ranch Land & Water Co; thence north 89 degrees 01 minutes 57 seconds west along said line 2666.10 feet to the center line of said Tujunga Avenue; thence south 0 degree 01 minutes 58 seconds west along said center line 180.43 feet to the northeasterly line of the Southern Pacific Railroad, Coast Line, right of way, 130 feet wide as described in the deed to Southern Pacific Railroad Company recorded in Book 1601 Page 224 of Deeds in the Office of said County Recorder; thence along the general northeasterly boundary of the Southern Pacific Railroad, Coast Line, right of way established by those various deeds recorded on July 10, 1902 in Book No. 1601 Page 224 of Deeds, on February 4, 1902 in Book 1527 Page 251 of Deeds, on March 21, 1902 in Book 1550 Page 138 of Deeds, on March 21, 1902 in Book 1540 Page 319 of Deeds, on February 4, 1902 in Book 1539 Page 127 of Deeds, on May 1, 1902 in Book 1574 Page 109 of Deeds and on April 17, 1902 in Book 1550 Page 290 of Deeds all in the Office of said County Recorder the following courses and distances; south 76 degrees 35 minutes 32 seconds east 1357.18 feet, south 0 degree 01 minutes 59 seconds west 30.84 feet; south 76 degrees 35 minutes 32 seconds east 2713.98 feet, north 0 degree 02 minutes 00 seconds east 30.84 feet, south 76 degrees 35 minutes 32 seconds east 1491.33 feet, south 07 degrees 07 minutes 37 seconds east 32.03 feet and south 76 degrees 35 minutes 32 seconds east 2416.87 feet to the point of beginning.

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EXCEPT that portion of the above described land included within a strip of land 30.00 feet in width, the center line of said strip being described as follows:

Beginning at a point distant south 89 degrees 01 minutes 57 seconds east 900.72 feet from a point in said center line of Tujunga Avenue, 50.00 feet wide, distant along said center line north 0 degree 01 minutes 58 seconds east 421.44 feet from the westerly prolongation of the southerly line of said Lot 62; thence westerly along a curve, concave southeasterly having a radius 477.68 feet, a radial line from the beginning having a bearing of south 0 degree 58 minutes 03 seconds west a distance of 348.04 feet; thence south 49 degrees 13 minutes 19 seconds west 100.00 feet to the beginning of a tangent curve concave northwesterly having a radius of 477.68 feet; thence southwesterly along said curve 167.68 feet to the northeasterly line of the 130.00 feet right of way of Southern Pacific Railroad Company as described in the deed recorded in Book 1601 Page 224 of Deeds in the Office of said County Recorder.

PARCEL 1A:

An easement for the purpose of construction and maintaining a service tunnel for pipes, conduits, pavement, curbing and sidewalk, as granted to United Airports Company of California, Ltd., a Delaware corporation, in deed recorded February 15, 1941 as Instrument No. 1190 in Book 18138 Page 382, and for ingress and egress for vehicular and pedestrian traffic as granted to Lockheed Air Terminal, Inc., a Delaware corporation, in deed recorded May 11, 1978 as Instrument No. 78-505066 of Official Records, over that portion of the southwest quarter of the southeast quarter of Section 4 Township 1 North Range 14 West, San Bernardino Meridian, in the City of Burbank, County of Los Angeles, State of California according to the official plat thereof described as follows:

Beginning at the northwest corner of the southwest quarter of the southeast quarter of said Section 4; thence along the northerly line of said southwest quarter of the southeast quarter of Section 4 south 89 degrees 24 minutes 18 seconds east 36.93 feet to the beginning of a tangent curve concave southeasterly having a radius

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of 40.00 feet; thence southwesterly along said curve through a central angle of 67 degrees 35 minutes 38 seconds a distance of 47.19 feet to the westerly line of said southwest quarter of the southeast quarter of Section 4; thence north 0 degrees 40 minutes 23 seconds east along said westerly line to the point of beginning.

PARCEL 1B:

An easement for ingress and egress over that portion of the southwest 1/4 of the northeast 1/4 of Section 4 Township 1 North Range 14 West, San Bernardino Meridian, in the City of Burbank, in the County of Los Angeles, State of California according to the official plat thereof and that portion of Lot A of Tract No. 3008 in said City, County of Los Angeles, State of California, as shown on map recorded in Book 34 Page 71 of Maps in the Office of the County Recorder of said County within a strip of land 30 feet wide, measured at right angles from the southerly line, the southerly line of said strip being described as follows:

Beginning at the southeast corner of the southwest 1/4 of the northeast 1/4 of said Section 4; thence north 89 degrees 01 minutes 33 seconds west along the southerly line of said southwest 1/4 of the northeast 1/4 of said Section 4 to and along the southerly line of said Lot A, a distance of 1869.55 feet.

The northerly line of said 30 foot strip to be prolonged or shortened to terminate westerly in a line that bears north 12 degrees 54 minutes 21 seconds west and passes thru point "D" in the hereinabove described Parcel 1 and to terminate easterly in the easterly line of the southwest 1/4 of the northeast 1/4 of said Section 4.

PARCEL 1C:

An easement to intermittently flood and inundate the following described land for the purpose of controlling storm water runoff in connection with the protection, continuance of operation and maintenance of an established course for storm waters, said land being described as follows:

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Those portions of Lots 1 and 2 of the Comstock Tract, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 13 Page 181 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 1; thence south 01 degrees 54 minutes 50 seconds east along the westerly line of said Lot 1 a distance of 451.13 feet to the southwesterly corner of the land conveyed to Walter Bagge, et al., by deed recorded in Book 9426 Page 96 of Official Records, in the Office of the County Recorder of said County; thence leaving the line of the land so conveyed to Bagge south 48 degrees 34 minutes 06 seconds east 188.32 feet to a point in the easterly line of said Lot 1, said point being the true point of beginning of this description; thence south 89 degrees 42 minutes 40 seconds west 267.73 feet to the westerly line of said Lot 2; thence south 03 degrees 28 minutes 10 seconds east along said westerly line 10.02 feet to a line that is parallel with and distant 10.00 feet southerly measured at right angles from the hereinabove described line having a bearing of south 89 degrees 42 minutes 40 seconds west; thence north 89 degrees 42 minutes 40 seconds east along said parallel line 257.17 feet to a line that is parallel with and distant 10.00 feet westerly measured at right angles from the easterly line of said Lot 1; thence south 0 degrees 17 minutes 20 seconds east along said parallel line 237.93 feet; thence north 89 degrees 42 minutes 40 seconds east 10.00 feet to the easterly line of said Lot 1; thence north 0 degrees 17 minutes 20 seconds west along the easterly line 247.93 feet to the true point of beginning.

As granted to Lockheed Air Terminal, Inc., a Delaware corporation, by deed recorded April 13, 1978 as Instrument No. 78-389383 of Official Records of said County.

PARCEL 1D:

An easement and right of way to construct a dike and the uses appurtenant thereto over a parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, being a portion of Lot 2, Comstock Tract,

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as shown on map recorded in Book 13 Page 181 of Maps, in the Office of the County Recorder of said County, particularly described as follows:

Commencing at the northeasterly corner of Lot 1 of said Comstock Tract; thence south 0 degrees 11 minutes 49 seconds west along the easterly line of said Lot 1, a distance of 451.13 feet to the northeast corner of that certain parcel of land conveyed to G. D. Lynch and Nita V. Lynch by deed recorded in Book 6890 Page 372, of Official Records of said County; thence north 89 degrees 48 minutes 11 seconds west along the northerly line of said last mentioned land 162.52 feet to the true point of beginning; thence continuing north 89 degrees 48 minutes 11 seconds west along the northerly line of said land described in deed to G. D. Lynch and Nita V. Lynch 105.23 feet to the northwest corner of said last mentioned land, said northwest corner being on the westerly line of said Lot 2; thence north 3 degrees 00 minutes 20 seconds west along the westerly line of said Lot 2, a distance of 65.50 feet to its intersection with a curve concave to the southwest, having a radius of 345 feet from which point of intersection a radial line bears south 20 degrees 34 minutes 40 seconds west; thence southeasterly along said curve through a central angle of 21 degrees 12 minutes 57 seconds an arc distance of 127.75 feet to the true point of beginning.

PARCEL 1E:

An easement and right of way to construct a dike and the uses appurtenant thereto over a parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, being a portion of Lots 1 and 2, Comstock Tract as shown on map recorded in Book 13 Page 181 of Maps, in the Office of the County Recorder of said County, particularly described as follows:

Commencing at the northeasterly corner of said Lot 1 of Comstock Tract; thence south 0 degrees 11 minutes 49 seconds west along the easterly line of said Lot 1, a distance of 451.13 feet to the northeast corner of that certain parcel of land conveyed to G. D. Lynch and Nita V. Lynch by deed recorded in Book 6890 Page 372 of Official Records of said County; thence north 89 degrees 48 minutes

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11 seconds west along the northerly line of said last mentioned land 45.33 feet to the true point of beginning; thence continuing north 89 degrees 48 minutes 11 seconds west 117.19 feet to a point on a curve concave to the southwest having a radius of 345.00 feet, a radial line from said point bears south 41 degrees 47 minutes 37 seconds west; thence northwesterly along said curve through a central angle of 21 degrees 12 minutes 57 seconds, an arc distance of 127.75 feet to a point on the westerly line of said Lot 2 of Comstock Tract, a radial line from said point bears south 20 degrees 34 minutes 40 seconds west; thence north 3 degrees 00 minutes 20 seconds west along said westerly line of Lot 2, a distance of 85.78 feet to a point on a curve concave to the southwest having a radius of 425.00 feet, a radial line from said point bears south 15 degrees 56 minutes 46 seconds west; thence southeasterly along said curve through a central angle of 27 degrees 23 minutes 03 seconds, an arc distance of 203.13 feet; thence tangent to said curve south 46 degrees 40 minutes 11 seconds east 76.27 feet to the true point of beginning.

PARCEL 1F:

An easement for a sanitary sewer over a strip of land, 10 feet in width, over those portions of Lots 79 and 98 of Lankershim Ranch Land & Water Co.'s Subdivision, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Pages 39 et seq. of Miscellaneous Records, in the Office of the County Recorder of said County, as described in the deeds to Murray W. Cox, recorded February 13, 1942, as Instrument No. 122, in Book 19079 Page 377, Official Records, and recorded January 10, 1942, as Instrument No. 127, in Book 19007 Page 251, Official Records, the center line of said 10 foot wide strip of land being described as follows:

Beginning at a point in the center line of Van Owen Street (50 feet wide), distant thereon south 89 degrees 50 minutes 40 seconds west, 85.59 feet from the northerly prolongation of the most westerly line of Lot A of Tract No. 7341, as per map recorded in Book 77 Page 90 of Maps, Records in said Recorder's Office; thence south 27 degrees 16 minutes 40 seconds east, 49.43 feet to a point in a line parallel with and distant 63 feet westerly, measured

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at right angles, from the most westerly line of said Lot A; thence south 0 degrees 04 minutes 52 seconds east, along said parallel line 1936.52 feet; thence south 0 degrees 49 minutes 08 seconds west, to the center line of Victory Boulevard, 50 feet wide.

PARCEL 1G:

A non-exclusive easement for a sanitary sewer over a strip of land, 10 feet in width, over that portion of Lot 78 of Lankershim Ranch Land & Water Co.'s Subdivision, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Pages 39 et seq. of Miscellaneous Records, in the Office of the County Recorder of said County, as described in the deed to Adel Precision Products Corporation, recorded September 28, 1940, as Instrument No. 269, in Book 17844 Page 244, Official Records, the center line of said 10 foot wide strip of land being described as follows:

Beginning at a point in the center line of Vanowen Street (50 feet wide), south 89 degrees 50 minutes 40 seconds west, 85.59 feet from the intersection of the center line of Vanowen Street, with the northerly prolongation of the most westerly line of Lot A of Tract No. 7341, as per map recorded in Book 77 Page 90 of Maps, in said Recorder's Office; thence north 27 degrees 16 minutes 40 seconds west, 33.71 feet; thence north 0 degrees 04 minutes 52 seconds west, 290.95 feet to the southwesterly line of the Southern Pacific Railroad Company's right of way.

PARCEL 1H:

A permanent easement and right of way to construct, reconstruct, maintain, operate, repair, replace and or use (or have the same accomplished by others) a water main and pipe under the surface of that certain strip of land 5 feet in width and 330.45 feet in length, consisting of 2 1/2 feet on each side of a line situated 35 feet south of and parallel to the north boundary line of the following described land:

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That portion of the southwest 1/4 of Section 33 Township 2 North Range 14 West San Bernardino Meridian in the City of Los Angeles, County of Los Angeles, State of California, according to the official plat thereof described as follows:

Beginning at the southwest corner of said section; thence south 89 degrees 01 minutes 30 seconds east along the south line thereof 330.45 feet to the southwest corner of the land conveyed to Yoshitaro Wada by deed recorded in Book 3280 Page 169 of Deeds, in the Office of the County Recorder of said County; thence north 0 degrees 04 minutes east along the west line of the land so conveyed to Wada, 278 feet; thence south 89 degrees 01 minutes 30 seconds west 330.45 feet, more or less, to the west line of said section; thence south 0 degrees 04 minutes west to the point of beginning.

As granted to Lockheed Air Terminal, Inc., a Delaware corporation, by deed recorded August 17, 1954 as Instrument No. 2366 in Book 45335 Page 399 of Official Records of said County.

PARCEL 2:

A parcel of land situated in the southeast quarter of Section 20, Township 2 North, Range 14 West, San Bernardino Meridian, according to the official plat thereof, in the City of Los Angeles, in the County of Los Angeles, State of California, described as follows:

Beginning at a point in the east line of said Section 20, distant thereon north 0 degrees 47 minutes 47 seconds east 1511.02 feet from the southeast corner of said section; thence at right angles north 89 degrees 12 minutes 13 seconds west 50 feet; thence parallel with said section line, north 0 degrees 47 minutes 47 seconds east 50 feet; thence at right angles south 89 degrees 12 minutes 13 seconds east 50 feet to a point in said east line of Section 20; thence south 0 degrees 47 minutes 47 seconds west along said section line 50 feet to the point of beginning.

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PARCEL 3: (Deleted)

PARCEL 4:

A perpetual easement and right of way for pole lines and incidental purposes over, through, under, along and across that portion of Lot 4 of Tract No. 3575, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map recorded in Book 41 Page 30 of Maps, in the Office of the County Recorder of said County, included within a strip of land 10 feet wide, lying 5 feet on each side of the following described center line:

Beginning at a point in the easterly line of Wheatland Avenue, 30 feet wide, distant south 0 degrees 09 minutes 40 seconds west thereon 107.21 feet from its intersection with the easterly prolongation of the center line of Lanark Street, 60 feet wide, as said intersection is shown on map of Tract No. 9325 recorded in Book 125 Pages 92 and 93 of Maps in the Office of said County Recorder, thence south 12 degrees 52 minutes 50 seconds east 61.51 feet, more or less, to a point in the southerly line of said Lot 4, distant 13.88 feet easterly from the southwest corner of said Lot 4.

The side lines of said strip of land to be prolonged or shortened so as to terminate northerly in said easterly line of Wheatland Avenue, and southerly in said southerly line of Lot 4 of Tract No. 3575.

Said easement is within lines of Wheatland Avenue, 30 feet wide, as dedicated by map of Tract No. 13171 recorded in Book 256 Pages 47 and 48 of Maps in said Office of the County Recorder.

PARCEL 4A:

A permanent easement and right of way for pole lines over, through, under, along and across that portion of Lot 5 of Tract No. 3575, in the City of Los Angeles, in the County of Los Angeles, State of California, as shown on a map recorded in Book 41 Page 30 of Maps, in the Office of the County Recorder of said County; included within a strip of land 10 feet wide lying 5 feet on each side of the following described center line: Beginning at a point in the easterly line of Wheatland Avenue, 30 feet wide, distant south 0 degrees 09 minutes 40 seconds west thereon 107.21 feet from its intersection with the easterly

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prolongation of the center line of Lanark Street, 60 feet wide, as said intersection is shown on map of Tract No. 9325 recorded in Book 125 Pages 92 and 93 of Maps in the Office of said County Recorder, thence south 12 degrees 52 minutes 50 seconds east 1073.38 feet, more or less, to a point in the northeasterly line of that portion of San Fernando Road, 60 feet wide, lying northeasterly of and adjoining the Southern Pacific Railroad Company right of way, distant south 50 degrees 36 minutes 38 seconds east 312.70 feet from the intersection of said easterly line of Wheatland Avenue with said northeasterly line of San Fernando Road.

The side lines of said strip of land to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 5, and southerly in said northeasterly line of San Fernando Road.

Said easement is within the lines of Lots 2, 3 and 4 and Wheatland Avenue as shown on map of Tract No. 20377 recorded in Book 760 Pages 51 to 53 inclusive of Maps in said Office of the County Recorder.

6/14/78

AGREEMENT FOR USE OF AIRPORT FACILITIES

This is an Agreement executed this 21st day of June, 1978, between the HOLLYWOOD-BURBANK AIRPORT AUTHORITY (hereinafter HBAA), and LOCKHEED CORPORATION, a California corporation (hereinafter Lockheed), having for its purpose the hiring of a portion of the Airport, together with such rights and privileges as are set forth in this Agreement. As used herein Lockheed includes its affiliates and subsidiaries, as they may exist from time to time during the Agreement's term.

The parties agree as follows:

1. Lockheed is hereby granted the nonexclusive use, for itself, its agents, customers, tenants and guests, of the common use areas of the Hollywood-Burbank Airport (the Airport), together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, sewage and water facilities, floodlights, landing lights, beacons, control tower, signals, radio aids, fire department protection and all other conveniences for flying, landings, and takeoffs.

2. Lockheed shall have at all times the full and free right of ingress to and egress from the premises and

facilities of the Airport for Lockheed, its agents, customers, tenants and guests. This right shall also extend to persons or organizations supplying materials or furnishing services to Lockheed including vehicles, machinery, and equipment reasonably required by such persons or organizations. In particular, but without limiting the generality of the foregoing, Lockheed shall have the right and privilege:

(a) to retain aircraft arresting cables and related devices on Runways 25 and 33, for a period coextensive and equal to the period it is required to maintain such a right and privilege under contracts now existing or hereafter entered into with the United States of America, notwithstanding any other provision of this Agreement including the terms set forth in Article 3 below.

(b) to use the Airport with rights of ingress and egress on, to and from the Airport from Lockheed's properties contiguous to the Airport, including the movement of aircraft in manufacture by Lockheed from Plant A1 via tow road on the Airport to North and South Sector runup stalls at Plant B-6; common use of Airport for landing and take-off of military aircraft, in production or Lockheed owned and operated aircraft; and use of Compass Rose at Plant B-6.

The location of the foregoing rights and privileges are more particularly described in Exhibit "A" attached hereto, and by this reference made part of this Agreement.

3. The Term of this Agreement shall be for a period of ten (10) years commencing at the close of escrow

consummating the sale of the Airport to HBAA.

4. Lockheed agrees to pay HBAA for the use of the premises, facilities, rights, services, and privileges granted hereunder consideration as follows: One Hundred Forty Thousand Dollars (\$140,000.00) per year payable in equal monthly installments of Eleven Thousand Six Hundred Sixty Six and 67/100 Dollars (\$11,666.67) in advance, on the first day of each and every month during the term or any extensions or renewals thereof. When it makes its first monthly payment hereunder, Lockheed shall also pay prorated amount for the period between the commencement of the term and the first day of the first full month thereof. No fees, or charges of any kind, other than those expressly provided for herein, shall be charged or collected from Lockheed or any of its agents, customers, tenants or guests, except that if a charge is established for a class of users of Airport, such as landing fees for commercial air carrier operators, or flight fees for general aviation aircraft, then this charge would apply to all users of Airport facilities of this class. During any period Lockheed's normal use of airport facilities hereunder is actually interfered with or diminished as a result of damage to any of such facilities, the payments required hereunder shall be equitably reduced.

5. During the initial term of this Agreement and any extension thereof, HBAA shall use its best efforts to maintain and keep in good repair so much of the Airport premises as is not under the exclusive control of individual lessees, including but not limited to, the terminal building and control tower, all roadways, runways, aprons, and taxiways.

HBAA shall also keep and maintain those sewage and water facilities, electrical and electronic facilities, all other appurtenances and services as are now or hereafter connected with the operation of the Airport, and are not kept or maintained by the Federal Aviation Administration.

6. The use by Lockheed, its officers, agents, employees, or its customers of the Airport and any of its facilities, and any such persons situated thereon shall be at Lockheed's risk, and neither HBAA nor any of its officials, agents or employees shall be liable for injuries to or for the death of any person, or for any damage to any property, arising out of or in any way connected with the use or occupancy of the Airport or said facilities by Lockheed or any of its officers, agents, or its customers. Lockheed hereby agrees to fully protect and indemnify HBAA, its officials, agents and employees, and each of them, and save them, free and harmless of and from any and all claims and liabilities of whatsoever nature or kind arising out of or in any way connected with the use or occupancy of said facilities of the Airport by Lockheed, its officers, agents, employees, or customers. The foregoing indemnification shall not apply in the event injury, death, damage or destruction occurs as a result of HBAA's fault or negligence.

7. Lockheed, in its own name and naming HBAA, its officers, agents, employees, and servants, as an additional named insured, shall, during the term of this Agreement, maintain and pay the premiums on a policy or policies of comprehensive general liability insurance, broadened to

include or equivalent to separate policies covering aircraft liability under the standard aircraft liability policy, and providing for coverage in the following limits: A single blanket limit of \$100,000,000 per occurrence for bodily injury, personal injury, and property damage, including damage to aircraft for liabilities other than those resulting from use of motor vehicles off the Airport premises and a limit of \$10,000,000 for such liabilities. Certificates of insurance evidencing such insurance will be forwarded to HBAA upon request. Such certificates will provide thirty (30) days' prior notice to HBAA of cancellation or material change.

8. Notices required under this Agreement shall be in writing and may either be delivered personally or by mail as follows:

HBAA: Hollywood-Burbank Airport Authority
2627 Hollywood Way
Burbank, California 91505
Attention: President

LOCKHEED: Lockheed Corporation
P. O. Box 551
Burbank, California 91520
Attention: J. J. Ryan, Vice President
and Secretary

9. Lockheed shall not assign or sublet this Agreement either in whole or in part, nor any of its rights, title, interest or privileges hereunder, without the written consent of HBAA first had and obtained, which consent shall not be unreasonably withheld; provided, however, that Lockheed

may assign and transfer this Agreement and all of its rights, title and interest hereunder without first obtaining the consent of HBAA to any affiliated or subsidiary firm or corporation and to any firm or corporation which may succeed to Lockheed's business as successor in interest thereof, upon such assignee expressly assuming in writing all obligations of Lockheed herein and agreeing in writing to keep and perform all terms, conditions and covenants to be kept and performed by Lockheed hereunder.

10. Lockheed shall observe and obey all written rules and regulations which may from time to time during the term hereof be promulgated by HBAA for conduct and operations at or on the Airport; provided they are consistent with safety and do not conflict with the rules of any federal agency having jurisdiction thereover or the procedures prescribed or approved from time to time by the Federal Aviation Administration for landing and taking off of Lockheed's aircraft at the Airport. Lockheed and each tenant of Lockheed, for the purposes of Airport security, shall assume and be responsible for the control and movement of persons and property from each of Lockheed's tenant's premises to and from the air operation area and shall use reasonable precautions to prevent unauthorized persons from gaining access to the air operation area from each such tenant occupied premise, in accordance with Federal Aviation Administration Regulations.

11. The following provisions are required by the Federal Aviation Administration's policy concerning airport leases and related agreements:

(a) Lockheed for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lockheed shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended as apply to this Agreement.

(b) That in the event of breach of any of the above nondiscrimination covenants, HBAA shall have the right to terminate this Agreement.

(c) Lockheed shall furnish its Airport accommodations and/or services on a fair, equal, and not unjustly

discriminatory prices for each unit or service; provided that Lockheed may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

(d) Non-compliance with Provision (c) above shall constitute a material breach thereof and in the event of such non-compliance HBAA shall have the right to terminate this Agreement and the estate hereby created without liability therefore or at the election of the HBAA or the United States either or both said Governments shall have the right to judicially enforce Provisions (a), (b), and (c).

(e) Lockheed agrees that it shall insert the above four Provisions in any lease agreement or contract by which Lockheed grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public under this Agreement.

(f) HBAA reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lockheed and without interference or hindrance.

(g) HBAA reserves the right, but shall not be obligated to Lockheed, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lockheed in this regard.

(h) This Agreement shall be subordinate to the provisions and requirement of any existing or future agreement between the HBAA and the United States, relative to development, operation or maintenance of the Airport.

(i) Lockheed agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Airport, or in the event of any planned modification or alteration of any present or future building or structure situated on the Airport.

(j) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

12. The provisions of this Agreement shall in no way affect the provisions of the Airport Purchase Agreement entered into by and between the Authority and LAT dated as of March 30, 1978.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year above written.

HOLLYWOOD-BURBANK AIRPORT AUTHORITY

By William B. Rudel

Its President & Commissioner

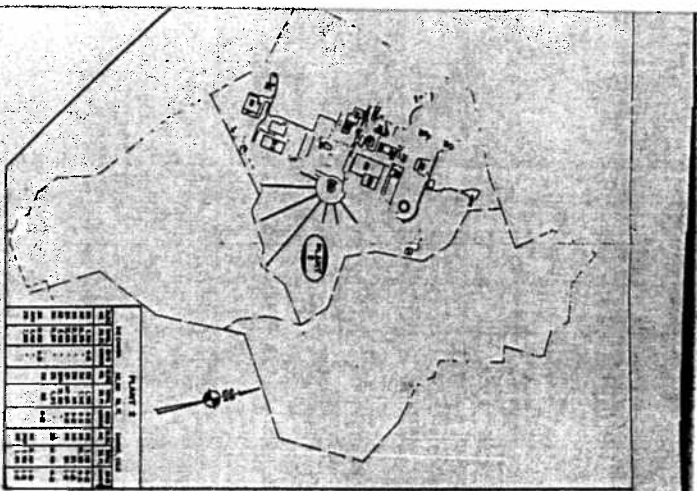


EXHIBIT "A"

LEGEND: Airport Property Line
100 FT. Tow Road

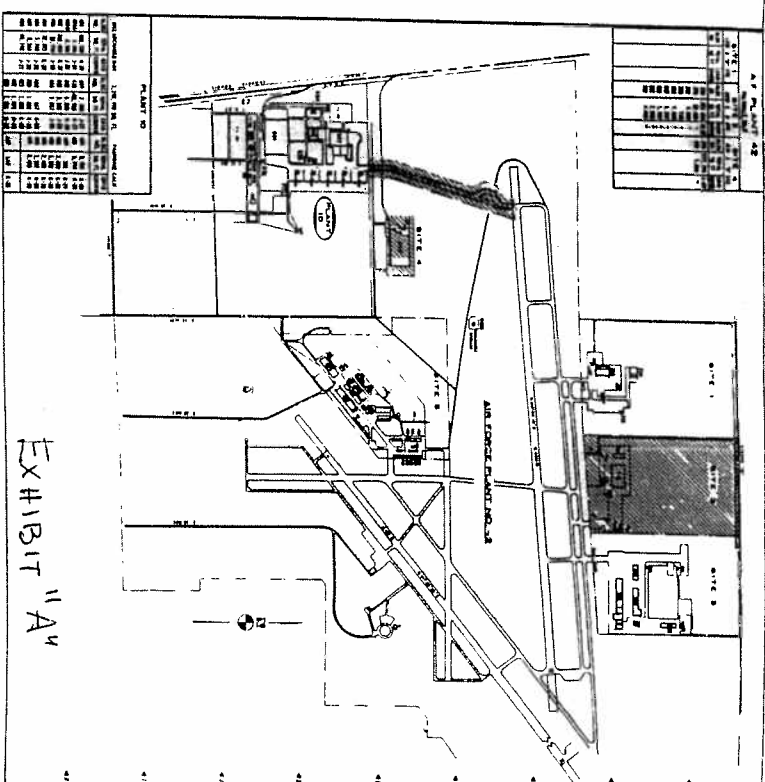
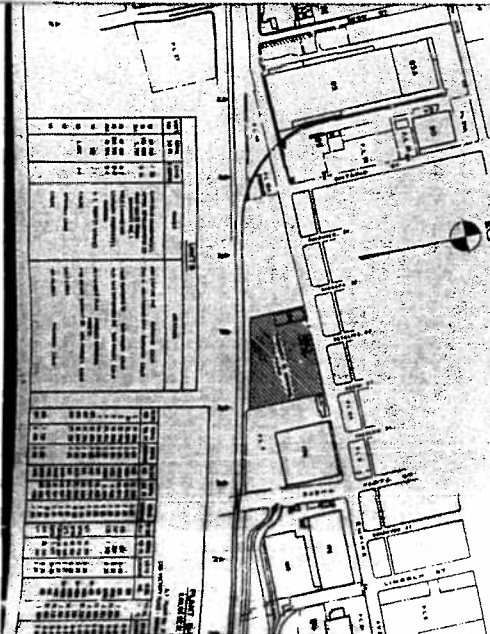


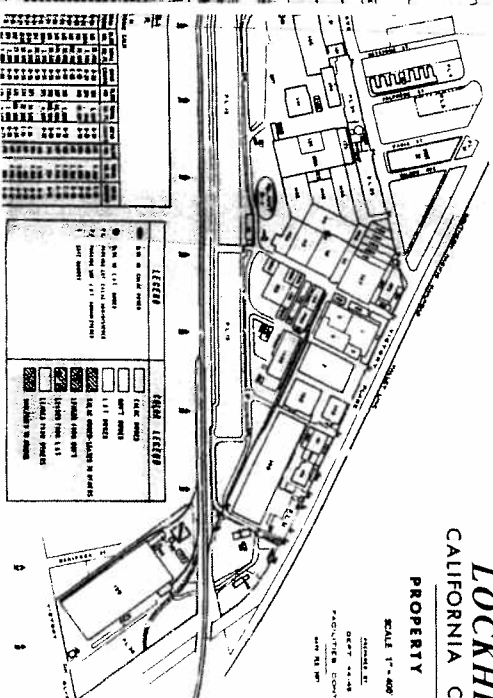
EXHIBIT "A"

LOCKHEED
CALIFORNIA COMPANY

PROPERTY MAP

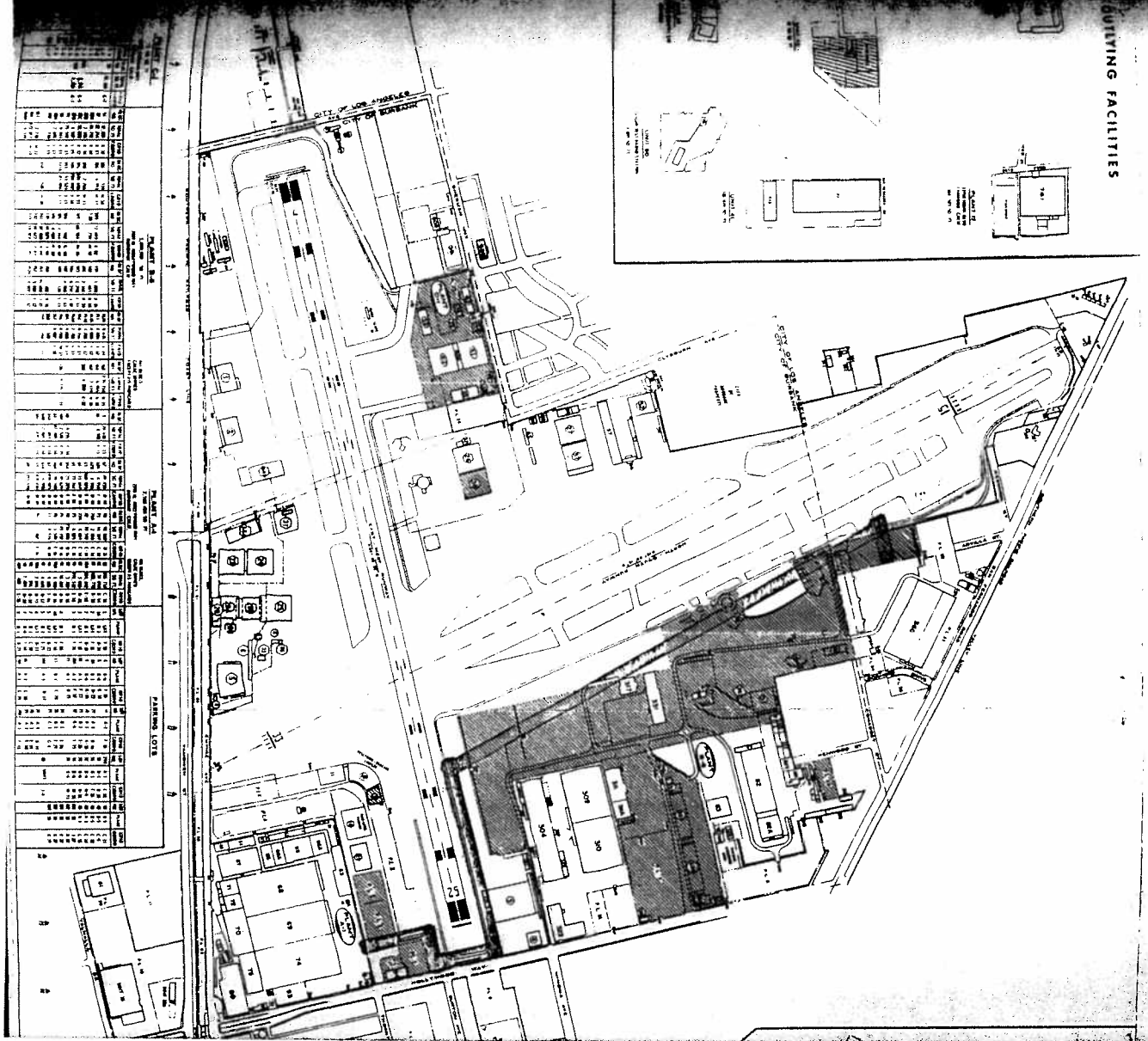
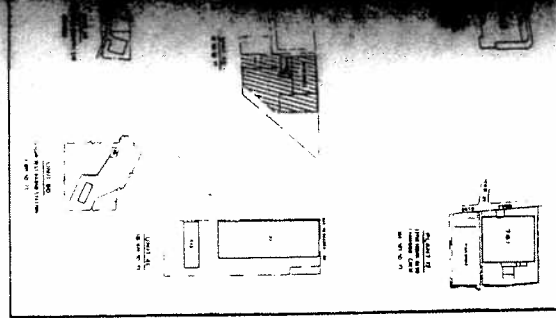
SCALE 1"=400'

CONTRASTED BY
GEORGE W. HARRIS
FACULTY OF ARCHITECTURE
AND PLANNING



LOCKHEED CALIFORNIA COMPANY
PROPERTY MAP
SCALE 1"=400'
CONTRASTED BY
GEORGE W. HARRIS
FACULTY OF ARCHITECTURE
AND PLANNING

BUILDING FACILITIES



ADDRESS OF AGENCY
McLennan, Incorporated
Wilshire Boulevard
Los Angeles, California 90010

COMPANIES AFFORDING COVERAGES	
COMPANY LETTER A	PINE TOP INSURANCE COMPANY
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

ADDRESS OF INSURED
Wood-Burbank Airport Authority
Hollywood Way
Bank, California 91505

I hereby certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
				EACH OCCURRENCE	AGGREGATE
GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS, COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY	\$	\$
			PROPERTY DAMAGE	\$	\$
			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
			PERSONAL INJURY		\$
AUTOMOBILE LIABILITY (EXCESS) <input type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	MLP 100840	6-29-79	BODILY INJURY (EACH PERSON)	\$	
			BODILY INJURY (EACH OCCURRENCE)	\$	
			PROPERTY DAMAGE	\$	
			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ **	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
OTHER				\$	(EACH ACC)

OF OPERATIONS/LOCATIONS/VEHICLES
 \$500,000. excess of \$500,000 each occurrence. Following same terms and conditions
 Employers Mutual Liability Insurance Company of Wisconsin Policy No. 2029-00-051146.

Notation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~notify~~ to mail 30 days written notice to the below named certificate holder, ~~by registered mail~~
 * or materially changed

CERTIFICATE OF INSURANCE EMPLOYERS INSURANCE OF WAUSAU

I hereby certify that the insurance policies (described below by a policy number) written on forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy herein.

This certificate renews or replaces the certificate previously issued.

Address of Insured

HOLLYWOOD-BURBANK AIRPORT
 AUTHORITY A PUBLIC ENTITY FORMED
 UNDER A JOINT EXERCISE OF POWERS
 AGREEMENT AMONG THE CITIES OF
 BURBANK, GLENDALE AND PASADENA, CA
 12627 HOLLYWOOD WAY
 BURBANK, CA 91505

Kind of Coverage	†	Expiration Date	Policy Number	Limits of Liability				
				Bodily Injury			Property Damage	
				Each Person	Each Occurrence	Aggregate	Each Occurrence	Aggregate
General Liability *								
Automobile (1)								
Employers' and Owners' Liability								
Landlords' Liability								
Medical Liability **								
Completed Operations	1	6-29-79*	2029 00 051146	\$500,000 COMBINED SINGLE LIMIT				
Other								

Completed Operations: ☐ Included ☐ Excluded

A number in this column means that the coverage is afforded by the company designated by the same number.

Otherwise indicated, this policy affords full coverage under the Workmen's Compensation laws of all states (except states where coverage can be provided only by State and Canada) and as designated in the policy and endorsements for Coverage B — Employers' Liability.

General coverage afforded applies to: () contracts designated in contractual coverage part; () all written contracts.

Additional Insureds: SEE BINDER 33116 ATTACHED
 Additional Exclusions: SEE BINDER 33116 ATTACHED
 Effective Date: SEE BINDER 33116 ATTACHED

Automobile, or,

Covered by policies listed in this certificate: ANYWHERE IN THE UNITED STATES OF AMERICA, ITS TERRITORIES POSSESSIONS OR CANADA.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by this policy (policies) described above is subject to all of the terms, exclusions and conditions of such policy (policies) during the term(s) thereof.

Issued by: (X) (1.) Employers Mutual Liability Insurance Company of Wisconsin
 () (2.) Illinois Employers Insurance of Wausau
 LOCKHEED AIR TERMINAL, INC.
 P.O. BOX 7229
 BURBANK, CA 91510
 Date Issued: 6-27-78 Place LOS ANGELES, CA 90010

REGIONAL OFFICE UNDERWRITING COPY OF INSURANCE BINDER

Employers Insurance of Wausau

Binder No. 33116

Insured and Address

HOLLYWOOD-BURBANK AIRPORT AUTHORITY
(SEE ATTACHED)
2627 HOLLYWOOD WAY
BURBANK, CA 91505

Region No. 20
Date 6 23 78
Rep. 5199
Region Office LA
Claim Office IA
Bureau

Request for insurance has been received at this office.

A policy or policies are being prepared. The company agrees to insure you according to the provisions of the policy or policies in current use by the company as checked below for a period of 60 days from AT CLOSE OF ESCROW at 12:01 A. M. time at the address shown above, unless canceled as herein provided. ON OR ABOUT 6 29 78 UNTIL 8 29 78

Workmen's Compensation Including Occupational Disease

Coverage under workmen's compensation law and for Coverage B limit of liability:

Limits insured are indicated by the insertion of limits of liability.

	Bodily Injury Limits Each Occurrence and Products Aggregate	Property Damage Limits	
		Each Occurrence	Aggregate
Comprehensive General Liability (1)			
Manufacturers' and Contractors' Liability			
Owners', Landlords' and Tenants' Liability			
Owners' and Contractors' Protective Liability			
Contractual Liability			
Completed Operations and Products Liability			
(1) Products — Completed Operations:			
<input type="checkbox"/> Included <input type="checkbox"/> Excluded			

Products Aggregate here if different than "Each Occurrence":

Names of Premises or Description of Operations, for Hazards Insured:

Automobile: ☒ Comprehensive ☐ Combination ☐ Garage ☐ +Garage Keeper's Legal Liability

Trade Name	Year of Model	S—Serial Number I—Identification No. M—Motor Number	Bodily Injury		Property Damage Each Occurrence	Medical Payments Each Person	Uninsured Motorists		Collision or Upset	Comprehensive
			Each Person	Each Occurrence			Each Person	Each Accident		
PER SCHEDULE ON FILE WITH COMPANY			500,000	COMBINED			15,000	30,000		
Used Nonowned			SINGLE LIMIT							

Form of Garage Keepers' Legal Liability here:

Insured and Address

INTERNAL INSURED: SEE ATTACHED

ADDITIONAL: SEE ATTACHED

This binder may be canceled (1) by the company by mailing written notice to the insured at the address stated above, stating when, not less than ten days after at 12:01 A. M., standard time as aforesaid, such cancellation shall be effective; or (2) by the insured by written notice to the company stating thereafter such cancellation shall be effective; or by surrender of this binder. Acceptance by the insured of any policy or policies in replacement or of the above policies shall effect, without notice, cancellation of this binder as of the effective date of such policy or policies as to the kind or amount of insurance provided in such policy or policies. A premium charge in compliance with the manual of rates in use by the company at the effective date of this binder shall be made for any period during which this binder shall be in force, unless replaced by a policy or policies issued by the company to replace as of the effective date of this binder.

Where necessary we are filing notice of your insurance coverage with state authorities.

☒ EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN

☐ ILLINOIS EMPLOYERS INSURANCE OF WAUSAU

J. W. Wendorff
Secretary

John K. Korman
President

This binder is not valid unless countersigned by a duly authorized representative of the company.

NAMED INSURED:

HOLLYWOOD-BURBANK AIRPORT AUTHORITY, A PUBLIC
ENTITY FORMED UNDER A JOINT EXERCISE OF POWERS
AGREEMENT AMONG THE CITIES OF BURBANK, GLENDALE
AND PASADENA, CALIFORNIA.

ADDITIONAL INSURED (SEE ATTACHED SPECIMEN POLICY)

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERAGE PART

IT IS AGREED THAT THE PHRASE "ANY PERSON OR ORGANIZATION"
IN SUB PARAGRAPH (d) OF "II PERSONS INSURED" INCLUDES, BUT
IS NOT LIMITED TO:

LOCKHEED CORPORATION
LOCKHEED AIR TERMINAL, INC.
ANY MEMBER OF THE HOLLYWOOD-BURBANK
AIRPORT AUTHORITY COMMISSION
CITIES OF BURBANK, GLENDALE AND
PASADENA, CALIFORNIA.

ADDITIONAL EXCLUSION:

ANY OCCURRENCE OF THE PREMISES OF THE
HOLLYWOOD-BURBANK AIRPORT.

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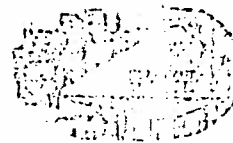
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Employers Insurance of Wausau

COMBINATION CASUALTY POLICY

PLEASE READ YOUR POLICY



THIS POLICY IS NON-ASSESSABLE

MUTUALS-MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, he is a member of the Employers Mutual Liability Insurance Company of Wisconsin, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual Meetings are held in its home office at Wausau, Wisconsin, on the fourth Friday of May, in each year, at 9.00 o'clock A.M.

Employers Mutual Liability Insurance Company of Wisconsin

HOME OFFICE: WAUSAU, WISCONSIN

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGES

The insurance afforded by this policy is only with respect to such Coverages as are indicated by specific premium charges or charges in the appropriate Coverage Schedule or Schedules of the Coverages Part or Parts attached to and hereby made a part of this policy.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit demanded by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and

report that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on special bonds required in any suit paid or incurred on behalf of the insured; Attachments in any suit paid for an amount not in excess of the applicable limit of liability of this policy, and the cost of said suit or suits.

arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this

policy applies;

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$20 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualified as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-truck type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, washing and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" mean the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been transferred to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

CONDITIONS

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period, (or part thereof terminating with the end of the policy period), designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. If either the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws When this policy is certified

as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment** Assignment of interest under this policy shall not bind the company until its assent is endorsed hereon; if, however, the named insured shall the such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation** This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

13. **Mutual Policy Conditions. PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY.** No Contingent Liability: This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors, in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, the EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN has caused this policy to be signed by its president and secretary at Wausau, Wisconsin, and countersigned on the declaration page by a duly authorized representative of the company.

R. J. Wendorff
Secretary

[Signature]
President

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERAGE PART

Named Insured
Policy Number

COVERAGE SCHEDULE

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charges. The limit of the company's liability against each such Coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY		ADVANCE PREMIUM
C. Bodily Injury Liability	\$	each person	\$
D. Property Damage Liability	\$	each occurrence	\$
Minimum Premium Owned Automobiles	\$	each occurrence	\$
Total Advance Premium	\$		\$

2. The declarations are completed on the accompanying schedule(s) designated "Automobile Hazards".

COVERAGES

I. COVERAGE C-BODILY INJURY LIABILITY COVERAGE D-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage C. bodily injury or Coverage D. property damage

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any automobile, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay a claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgment or settlements.

Exclusions

This insurance does not apply:

- to liability assumed by the insured under any contract or agreement;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are whole or in part either payable or required to be provided under any workmen's compensation law;
- to property damage to
 - property owned or being transported by the insured, or
 - property rented to or in the care, custody or control of the insured, or to which the insured is for any part exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;
- to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payor provision;
- to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- the named insured;
- any partner or executive officer thereof, but with respect to a non owned automobile only while such automobile is being used in the business of the named insured;
- any other person while using an owned automobile or a hired automobile with the permission of the named insured, from his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be insured only if he is:
 - a lessee or borrower of the automobile, or
 - an employee of the named insured or of such lessee or borrower;
- any other person or organization that shall meet

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERAGE PART (Continued)

None of the following is an insured:

- (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (ii) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee;
- (iii) an executive officer with respect to an automobile owned by him or by a member of his household;
- (iv) any person or organization, other than the named insured, with respect to:
 - (1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle), or
 - (2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;
- (v) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the company's liability is limited as follows:

Coverage C — The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person" the total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence."

Coverage D — The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence."

Coverages C and D — For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by the named insured;

"private passenger automobile" means a four wheel private passenger or station wagon type automobile;

"trailer" includes semi-trailer but does not include mobile equipment.

VI. ADDITIONAL CONDITIONS

A. Excess Insurance—Hired and Non-Owned Automobiles

With respect to a hired automobile, or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERAGE PART (Continued)

Out of State Insurance

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

other provisions and conditions remain unchanged.

ed by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

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CERTIFICATE OF INSURANCE

TO

Name: 1) Lockheed Corporation Attn: Vice Pres., Fn. & Adm.,
Lockheed - California Co-
Address: 2555 N. Hollywood Way Burbank, California 91520
2) Lockheed Air Terminal, Inc.
Attn: President
P.O. Box 7229
Burbank, California 91510

This is to Certify, that insurance has been effected with

(A) American Home Assurance Co. *Limit of Liability: \$10,000,000. part of \$20,000,000. Primary (B) National Union Fire Insurance Company *Limit of Liability: \$10,000,000. part of \$20,000,000. Primary (C) Underwriters at Lloyds, London and Certain Insurance Companies *Limit of Liability: \$80,000,000. Excess of \$20,000,000. Primary

Covering as follows:

Name of Insured: Hollywood-Burbank Airport Authority, Et Al Per Attachement
Address of Insured: 2627 Hollywood Way
Burbank, California 91505
Certificate or Cover Note No.: (A) AP382-5956 (B) AP382-5957 (C) 987
Expiration Date: June 29, 1981 (Inception Date as per Covering Note attached)
Aircraft:

Locations Covered: As per Covering Note attached

Aircraft Liability Coverage	Limits of Liability	
	Each Person	Each Occurrence
Bodily Injury - Excluding Passengers	\$	\$
Property Damage	\$ XXXX	\$
Passenger Bodily Injury	\$	\$
Single Limit - cluding Passengers	\$ XXXX	\$
Medical Payments - cluding Crew	\$	\$

Airport Liability Coverage	As per Covering Note attached	
Bodily Injury	\$	\$
Property Damage	\$	\$
Single Limit	\$ XXXX	\$*As shown above

Aircraft Hull	Amount of Insurance
Ground Only	\$
Ground & Flight	\$

*** Southeastern Aviation (California), Inc. has made provision for ^{(30) Thirty} ~~thirty~~ day notice to you in the event of cancellation of the above described policies but, except as otherwise stated in this certificate, Southeastern Aviation (California), Inc. assumes no legal responsibility for any failure to do so.

Southeastern Aviation (California), Inc. are not insurers hereunder and they shall not be held liable for any loss or damage.

For particulars concerning the limitations, conditions and terms of the coverage you are referred to the original Policy or Policies in the possession of the Assured.

*** or material change in" added at slash (/) mark

SOUTHEASTERN AVIATION (CALIFORNIA), INC.

06/26/78 GDM:pr
(SPECIAL CONDITIONS, if any, on reverse)

Countersigned by

VERING NOTE ASUALTY

3303 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010
Telephone 380-1600

No. 3845
IN LIEU OF
ORIGINAL

- INSURED (1) HOLLYWOOD-BURBANK AIRPORT AUTHORITY, A PUBLIC ENTITY FORMED UNDER A JOINT EXERCISE OF POWERS AGREEMENT AMONG THE CITIES OF BURBANK, GLENDALE AND PASADENA, CALIFORNIA, AND THE CITIES OF BURBANK, GLENDALE AND PASADENA ACTING IN THEIR RESPECTIVE CAPACITIES UNDER SUCH AGREEMENTS;
- (2) LOCKHEED CORPORATION AND LOCKHEED AIR TERMINAL, INC., THEIR OFFICERS, AGENTS, EMPLOYEES, AND SERVANTS, BUT ONLY WITH RESPECT TO THOSE SERVICES PERFORMED BY CERTAIN PERSONNEL EMPLOYED BY LOCKHEED AIR TERMINAL, INC. OR LOCKHEED CORPORATION UNDER AGREEMENTS FOR SERVICES;
- (3) ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED HAS BY CONTRACT AGREED TO PROCURE LIABILITY INSURANCE;
- (4) ANY MEMBER OF THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY COMMISSION AND ANY OFFICER, AGENT, EMPLOYEE OR SERVANT THEREOF WHILE ACTING WITHIN THE SCOPE OF HIS (OR HER) DUTIES AS SUCH;
- (5) ANY OTHER PARTY NAMED UNDER THE COMPANY'S USUAL OMNIBUS CLAUSE.

LESS 2627 HOLLYWOOD WAY
BURBANK CA 91505

TERRITORY WHEREVER OCCURRING DURING THE POLICY PERIOD

FROM: AT CLOSE OF ESCROW, ON OR ABOUT JUNE 29, 1978 UNTIL AUGUST 29, 1978 AT 12:01 A.M.

USSPT

INSURANCE IS HEREBY KEPT COVERED IN FAVOR OF THE ABOVE INSURED(S) AS FOLLOWS SUBJECT TO THE TERMS AND CONDITIONS OF STANDARD FORM INSURANCE POLICY OR AS MODIFIED BY MARSH & MCLENNAN, INCORPORATED FORM(S). **THIS INSURANCE MAY BE CANCELLED, AS TO ANY RISK, UNDER THE TERMS AND CONDITIONS PROVIDED BY THE FORM OF POLICY APPLICABLE TO SUCH RISK. A PREMIUM CHARGE AT THE RATES AND IN COMPLIANCE WITH THE RULES OF THE MANUAL IN USE BY THE COMPANY WHEN THIS BINDER BECOMES EFFECTIVE WILL BE MADE FOR THE BINDER PERIOD, IF NO POLICY OR POLICIES OF INSURANCE IN PLACE HEREOF BE ISSUED AND ACCEPTED BY THE INSURED.

**and approved by Southeastern Aviation (California), Inc.

LIABILITY	Auto	Excp Auto	Basis		Limits of Liability	COMBINED SINGLE LIMIT Each Accident Occurrence
			Occr	Accd		
Bodily Injury			X		Ea. person Ea. accident/occurrence Aggregate products	} \$ 100,000,000.00
Personal Injury			X		Ea. accident/occurrence Aggregate	
Property Damage			X		Ea. occurrence	
<input type="checkbox"/> Sid <input type="checkbox"/> Broad <input checked="" type="checkbox"/> Lloyds					Ea. person Ea. accident	
Comp. Personal						
Medical Payments						
BLANKET CONTRACTUAL LIQUOR LAW LIABILITY EXCLUSION DELETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						

PERAGE INCLUDED:

1. PERSONAL INJURY (EXCLUSION "C" DELETED)
2. ADVERTISING LIABILITY
3. PREMISES OPERATIONS (INCLUDING INCIDENTAL OFF-PREMISES SUBJECT TO NOTICE)
4. BLANKET CONTRACTUAL (SUBJECT TO NOTICE)
5. LIQUOR LIABILITY EXCLUSION DELETED.
6. "XCU" EXCLUSION DELETED
7. OWNED AUTOMOBILES ON HBAA PREMISES *Including Hired and Non-Owned *E. J. Con*
8. PRODUCTS LIABILITY
9. CRASH/FIRE/RESCUE SERVICES
10. GARAGEKEEPERS LEGAL (INCLUDED IN BROAD FORM)
11. HANGARKEEPERS LEGAL (INCLUDED IN BROAD FORM)
12. LONDON BROAD FORM PROPERTY DAMAGE
13. OWNER'S AND CONTRACTOR'S PROTECTIVE
14. AIRCRAFT NON-OWNED AND NEWLY ACQUIRED OWNED AIRCRAFT

REMARKS PENDING ISSUANCE OF POLICY, POLICY TO BE ISSUED FOR A THREE-YEAR TERM
AGREED FIRST YEAR PREMIUM \$55,900.00 (INCLUDING TAXES). NINETY (90)
DAY NOTICE OF CANCELLATION.

COMPANY: SOUTHEASTERN AVIATION (CALIF) INC. (AMERICAN HOME ASSURANCE, NATIONAL UNION
FIRE INSURANCE COMPANY AND LLOYD'S, LONDON AND CERTAIN COMPANIES)
(G. D. McKEON)

SIGNED BY *[Signature]*

DATED 6-26-78 /UNIT 1 /PLACED BY M. Frank

(1-11-1995)

REMEDIATION AGREEMENT

This Remediation Agreement (this "Agreement") is made and entered into as of January 19, 1995 among **LOCKHEED CORPORATION**, a Delaware corporation ("Lockheed"), **LAT HOLDINGS, L.L.C.**, a Delaware limited liability company ("Newco") and **LOCKHEED AIR TERMINAL, INC.** ("LAT").

R E C I T A L S

WHEREAS, Lockheed and Soros Capital L.P. ("Soros") (Lockheed and Soros are hereinafter collectively referred to as the "Members") have caused Newco to be formed subject to the provisions of the Delaware Limited Liability Act for the purpose of forming a business venture among the Members;

WHEREAS, pursuant to that certain Contribution Agreement dated as of January 19, 1995 (the "Contribution Agreement") Lockheed has agreed to contribute all of the capital stock of LAT to Newco; and

WHEREAS, as a condition to the consummation of the transactions contemplated by the Contribution Agreement, Newco and the Members have agreed to enter into this Agreement which sets forth certain agreements with respect to certain environmental matters among the parties;

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

ALLOCATION OF REMEDIATION COSTS

1.1 Remediation Costs

The parties agree that, subject to Article II of this Agreement, Remediation Costs resulting from the contamination of certain property owned, leased, used, operated or otherwise controlled by LAT or any LAT Affiliate or Subsidiary, shall be allocated among Lockheed and LAT as follows:

(a) Previously Owned LAT Property.

Lockheed shall pay 100% of any Remediation Costs for which LAT would, but for the terms of this Agreement, be responsible which are attributable to the contamination of any Previously Owned LAT Property due to a Release of a

Hazardous Substance into, on or over such property, whether such contamination is Discovered before or after the Closing Date; provided that any reserves reflected on the books of LAT or any LAT Subsidiary with respect to such property shall be transferred to Lockheed by way of a book transfer of such reserves on or prior to the Closing Date.

(b) Post-Closing Acquired Property.

LAT shall pay 100% of the Remediation Costs attributable to the contamination of any Post-Closing Acquired Property due to a Release of a Hazardous Substance into, on or over such property (whether such Release occurred before or after the Closing Date).

(c) Current LAT Property.

(i) General Sharing Allocation Rules. Subject to subparagraphs (ii) and (iii) of this paragraph (c), any Remediation Costs resulting from contamination Discovered on any Current LAT Property within the period beginning on the Closing Date and ending on January 19, 2000 that is attributable to a Release of a Hazardous Substance into, on or over such property, where the contamination is Discovered after the Closing Date (whether, subject to paragraph (iii) below, such Release occurred before the Closing Date or, subject to paragraph (ii) below, such Release occurred after the Closing Date) shall be allocated between Lockheed and LAT as follows:

(A) LAT shall pay 100% of the first \$300,000.00 of Remediation Costs incurred by LAT (after application, in accordance with the formula set out in Section 2.2 of this Agreement, of any proceeds received by Newco, LAT or any LAT Subsidiary from insurers or third parties under indemnities (collectively, the "Credited Amounts")) for the matters Discovered in each year (with each such year being calculated, for the purposes of this paragraph (i), in accordance with the time periods set forth in subparagraph (B) of this paragraph (i)) following the Closing Date (the "Threshold Amount").

(B) In each year following the Closing Date, after taking into account the Credited Amounts and the Threshold Amount payable pursuant to subparagraph (A) of this paragraph (i), the remaining Remediation Costs incurred by LAT in such year shall be allocated as follows:

- (1) For matters Discovered between the Closing Date and January 19, 1996 - Lockheed 95%; LAT 5%
- (2) For matters Discovered between January 20, 1996 and January 19, 1997 -- Lockheed 85%; LAT 15%
- (3) For matters Discovered between January 20, 1997 and January 19, 1998 -- Lockheed 75%; LAT 25%
- (4) For matters Discovered between January 20, 1998 and January 19, 1999 -- Lockheed 50%; LAT 50%
- (5) For matters Discovered between January 20, 1999 and January 19, 2000 -- Lockheed 25%; LAT 75%

(C) Lockheed shall have no responsibility for matters relating to the Current LAT Property which are Discovered after January 19, 2000.

(ii) Post-Closing Release. Notwithstanding subparagraph (i) of this paragraph (c), to the extent that the contamination of any Current LAT Property is clearly attributable solely to a Release of a Hazardous Substance into, on or over such property occurring after the Closing Date, LAT shall pay 100% of the Remediation Costs of such contamination.

(iii) Previously Disclosed Contamination. Any Remediation Costs resulting from the contamination of any Current LAT Property, to the extent such contamination was Discovered prior to the Closing Date and disclosed on the Schedules to the Contribution Agreement (the "Previously Discovered Contamination"), and that is attributable to a Release of Hazardous Substance into, on or over such property, shall be allocated between Lockheed and LAT as follows:

(A) LAT shall pay, in the aggregate, 100% of the first \$300,000 of Remediation Costs (i.e., as a Threshold Amount) over and above the Credited Amounts incurred by LAT in connection with all Previously Discovered Contamination; and

(B) thereafter Lockheed shall pay 95% and LAT shall pay 5% of any such remaining Remediation Costs incurred by LAT.

(d) Matters Covered by Contribution Agreement or B-6 Agreement.

(i) If any Remediation Costs relate to any inaccuracy or breach of a representation or warranty under the Contribution Agreement, Lockheed shall be required to pay the Remediation Costs as set out in this Agreement and shall not be required to pay any Remediation Costs pursuant to Article IX or any other provision of the Contribution Agreement, it being the intention of the parties that all rights relating to Remediation Costs be limited to those set out in this Agreement.

(ii) This Agreement shall not apply to any Remediation Costs to the extent they relate to contamination of the B-6 Property, it being the intention of the parties that all rights relating to such matters be limited to those that may be set forth in the B-6 Agreement.

1.2 Notice of Matters Giving Rise to Remediation Costs

LAT shall give written notice to Lockheed of any matter for which LAT seeks Lockheed to pay Remediation Costs pursuant to this Agreement. Written notice to Lockheed of the matter giving rise to the Remediation Costs shall be given promptly, but in any event within thirty (30) days of Newco, LAT or the applicable LAT Subsidiary becoming aware of the matter or being advised of the matter by a third party. Notwithstanding the foregoing, failure by LAT to give the notice required by this Section 1.2 shall not impair LAT's rights under this Agreement, except to the extent that Lockheed is actually prejudiced or damaged thereby.

ARTICLE II

LIMITATIONS ON REMEDIATION COSTS

2.1 Dollar Limitation on Remediation Costs

Lockheed shall not be obligated to pay any amounts in excess of \$37.5 million in the aggregate for all Losses payable pursuant to the indemnity provisions of Article IX of the Contribution Agreement and all Remediation Costs payable pursuant to this Agreement.

2.2 Insurance Proceeds and Other Reimbursements

- (a) Newco, LAT or the applicable LAT Subsidiary shall each use their best efforts to collect and obtain all insurance proceeds, indemnification amounts and other reimbursements to which Newco, LAT or any LAT Subsidiary may be entitled in connection with any Remediation Costs covered by the terms of this Agreement.
- (b) To the extent that Newco, LAT or any LAT Subsidiary collects from an insurer or is reimbursed by a third party for any Remediation Costs which are covered by this Agreement, such proceeds shall be applied to reimburse LAT and Lockheed according to the following terms:
 - (i) amounts reimbursed for Remediation Costs relating to the Previously Owned LAT Property shall be allocated to Lockheed;
 - (ii) amounts reimbursed for Remediation Costs relating to the Post-Closing Acquired Property shall be allocated to LAT;
 - (iii) amounts reimbursed for Remediation Costs relating to the Current LAT Property shall be allocated:
 - (A) first, between LAT and Lockheed in proportion to the sharing allocation relating to the Discovery of such matter as determined by subparagraph (c)(i)(B) of Section 1.1 or the sharing allocation determined by subparagraph (c)(iii) of Section 1.1, as applicable, until Lockheed shall have received all Remediation Costs paid by it in connection with such matter;
 - (B) second, to LAT until LAT shall have received all Remediation Costs paid by it in connection with such Discovery; and
 - (C) thereafter (1) to LAT if such proceeds are from a third party or insurer (other than pursuant to an insurance policy maintained by Lockheed); and (2) to Lockheed if such proceeds are from an insurance policy maintained by Lockheed.

ARTICLE III

THE REMEDIATION PROCESS

3.1 Control of Remediation

- (a) With respect to all events or Releases giving rise to Remediation Costs for which Lockheed is, according to the allocation formulas set forth in Section 1.1, potentially required to pay more than fifty percent (50%) of the Remediation Costs (the "Lockheed Controlled Matters"):
 - (i) Lockheed shall have the right to control the investigation, characterization, feasibility analysis, corrective action, remediation, mitigation, abatement, elimination, containment, restoration, monitoring or other handling or disposition associated with such event or Release (the "Remediation Work") and any matter or potential matter which may result in Lockheed being required to pay Remediation Costs pursuant to this Agreement. Lockheed shall give LAT not less than fifteen (15) days advance notice of the commencement of Remediation Work by Lockheed, and shall grant LAT the reasonable opportunity to review in advance cleanup or remediation action plans. In such regard, Lockheed may retain such consultants, contractors, and other experts and professionals as it deems reasonable, taking into account LAT's interests pursuant to this Agreement, and the costs and expenses of retaining such persons shall be included in calculating the amount of Remediation Costs payable by Lockheed pursuant to this Agreement.
 - (ii) Lockheed shall be free to choose any lawful method of remedial, corrective or mitigation action (acceptable to the Governmental Entity having jurisdiction over such matter, if applicable) it reasonably deems to be appropriate to resolve such matter, and such choice shall be binding on Newco and LAT.
 - (iii) Lockheed shall keep Newco and LAT apprised of the status of any Remediation work being conducted pursuant to this Agreement.
- (b) With respect to all matters that are not Lockheed Controlled Matters, but that involve the payment or potential payment by Lockheed of Remediation Costs pursuant to this Agreement:

- (i) LAT shall have the right to control the Remediation Work and any matter or potential matter which may result in LAT being required to pay Remediation Costs. LAT shall give Lockheed not less than fifteen (15) days advance notice of the commencement of Remediation Work by LAT, and shall grant Lockheed the reasonable opportunity to review in advance cleanup or remediation action plans. In such regard, LAT may retain such consultants, contractors, and other experts and professionals as it deems reasonable, taking into account Lockheed's interests pursuant to this Agreement, and the costs and expenses of retaining such persons shall be included in calculating the amount of Remediation Costs payable by LAT pursuant to this Agreement.
- (ii) LAT shall be free to choose any lawful method of remedial, corrective or mitigation action (acceptable to the Governmental Entity having jurisdiction over such matter, if applicable) it reasonably deems to be appropriate to resolve such matter, and such choice shall be binding on Lockheed.
- (iii) LAT shall keep Lockheed apprised of the status of any Remediation Work being conducted.

3.2 Cooperation

- (a) With respect to any Remediation Costs payable by Lockheed pursuant to this Agreement:
 - (i) To the extent LAT or any LAT Subsidiary has any involvement with such remediation, or the property related thereto, LAT or such LAT Subsidiary:
 - (A) shall provide, or procure the owner or lessee of the relevant property to provide Lockheed with reasonable access to the property;
 - (B) shall provide Lockheed reasonable access to the books, records and other documents in its possession relating to such remediation;
 - (C) shall provide Lockheed access to such personnel and facilities as Lockheed may reasonably request; and
 - (D) shall cooperate in good faith and take such reasonable actions as Lockheed deems necessary in each case for the purpose of

enabling Lockheed to carry out its obligations hereunder; and

- (ii) Lockheed shall not be responsible for any Remediation Costs arising out of or increased by (to the extent of such increase) the breach by LAT or the applicable LAT Subsidiary of this Section 3.2.
- (b) With respect to any Remediation Costs payable by LAT pursuant to this Agreement:
 - (i) To the extent Lockheed has any involvement with such remediation, or the property related thereto, Lockheed:
 - (A) shall provide, or procure the owner or lessee of the relevant property to provide LAT with reasonable access to the property;
 - (B) shall provide LAT reasonable access to the books, records and other documents in its possession relating to such remediation;
 - (C) shall provide LAT reasonable access to such personnel and facilities as LAT may reasonably request; and
 - (D) shall cooperate in good faith and take such reasonable actions as LAT deems necessary in each case for the purpose of enabling LAT to carry out their obligations hereunder.
 - (ii) LAT shall not be responsible for any Remediation Costs pursuant to this Agreement arising out of or increased by (to the extent of such increase) the breach by Lockheed of this Section 3.2.

3.3 Regulatory Agency Notifications

- (a) Newco, LAT, or any LAT Subsidiary, as the case may be, shall promptly provide Lockheed with copies of all notices and correspondence that may give rise to, or are otherwise relevant to, any Remediation Costs payable by Lockheed pursuant to this Agreement that Newco, LAT or any LAT Subsidiary receives from any regulatory agency.
- (b) Lockheed shall promptly provide LAT with copies of all notices and correspondence that may give rise to, or are otherwise relevant to, any Remediation Costs payable by LAT pursuant to this Agreement that Lockheed

or any of its Affiliates receives from any regulatory agency.

ARTICLE IV

GENERAL

4.1 Remedies Exclusive

The rights and remedies provided in the Contribution Agreement, the B-6 Agreement and this Agreement for all claims relating to environmental matters shall be the exclusive post-Closing Date remedies of the parties hereto with respect to such matters. Newco and LAT hereby unconditionally release Lockheed and its directors, officers, employees and agents from and against any liability both known and unknown, present or future of Lockheed to Newco or LAT for any and all Losses relating to environmental matters to the extent that the claim relating to such loss is not specifically allowed under the Contribution Agreement, the B-6 Agreement or this Agreement. Newco and LAT hereby waive the provisions of California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS TO WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"

or any provision of any other law which would limit or restrict the agreement contained in this Section 4.1. The release granted herein is intended to protect Lockheed, its directors, officers, employees and agents from any claims that may arise relating to environmental conditions to the extent that such claim is not specifically allowed under the Contribution Agreement, the B-6 Agreement or this Agreement. All provisions of this Section 4.1 shall and are intended to be continuing and shall survive in perpetuity.

4.2 Amendments; Waivers

This Agreement may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

4.3 Termination

- (a) All rights and obligations of the parties pursuant to this Agreement shall terminate on the earlier of: (i) the fifth anniversary of the Closing Date; (ii) the closing of (A) an Initial Public Offering, (B) any sale by Newco of all or substantially all of the LAT Shares, (C) any sale by Newco or LAT of all or substantially all of their respective assets, (D) any merger of Newco or LAT with or into another entity in which the members of Newco immediately prior to the merger fail to own, directly or indirectly, a majority of the outstanding voting securities (or comparable interests) of the surviving entity following any such merger, or (E) any sale, transfer, exchange or other disposition for value by Soros of all or substantially all of its limited liability company interest in Newco (other than to an Affiliate of Soros in accordance with the provisions of Section 7.2(a) of the Operating Agreement), provided that in connection with any such transaction, Soros receives a cash-on-cash internal rate of return on its entire Capital Contribution of at least 40%; or (iii) the time at which Soros receives an annual cash-on-cash internal rate of return on its entire Capital Contribution of at least 40%, whether through the sale, assignment, redemption or exchange of all or a portion of its limited liability company interest in Newco, the receipt of distributions in respect of its interest in Newco, or otherwise.
- (b) Notwithstanding the foregoing provisions of this Section 4.3: (i) if a notice is given under Article II with respect to any Remediation Costs prior to the applicable expiration date of this Agreement, such right to Remediation Costs (together with any corresponding offset for applicable Threshold Amounts or Credited Amounts hereunder) shall continue indefinitely until such costs are finally paid; and (ii) the rights and obligations pursuant to Sections 3.1, 3.2 and 3.3 of this Agreement shall survive until Lockheed, Newco or LAT, as the case may be, has completed any remediation required pursuant to this Agreement.

4.4 Governing Law

This Agreement, the legal relations between the parties and any Action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the laws of the State of California

applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

4.5 No Assignment

Neither this Agreement nor any rights or obligations under it are assignable.

4.6 Headings

The descriptive headings of the Articles, Sections, subsections and schedules of this Agreement are for convenience only and do not constitute a part of this Agreement.

4.7 Counterparts

This Agreement and any amendment hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other parties.

4.8 Parties in Interest

This Agreement shall be binding upon and inure to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to (or to confer any right of subrogation or action over against) any party to this Agreement.

4.9 Notices

Any notice or other communication to be sent pursuant to this Agreement shall be governed by Section 10.10 of the Contribution Agreement. Notices to be sent to Newco or Lockheed shall be sent to the address listed for such entity in Section 10.10 of the Contribution Agreement. Notices to be sent to LAT should be addressed as follows:

Lockheed Air Terminal, Inc.
2550 North Hollywood Way
Burbank, California 91505
Attention: Neil Reichman, Esq.

4.10 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement, to the extent permitted by Law shall remain in full force and effect provided that the essential terms and conditions of this Agreement for all parties remain valid, binding and enforceable.

4.11 Definitions

(a) All capitalized terms used but not defined herein shall have the meanings given to them in the Contribution Agreement.

(b) As used in this Agreement, the following additional definitions shall apply:

"B-6 Agreement" means the letter agreement dated as of January 19, 1995 between Lockheed and LAT relating to the B-6 Property.

"B-6 Property" means that certain real and personal property located in Burbank, California, which forms part of assessor's parcel number 2466-11-24 and is the subject of the B-6 Agreement.

"Contribution Agreement" has the meaning given to it in the recitals to this Agreement.

"Credited Amounts" has the meaning given to it in Section 1.1.

"Current LAT Property" means any property owned, leased, used, operated or otherwise controlled by LAT or any of its Affiliates or Subsidiaries on the Closing Date.

"Discovered or a Discovery" means discovered by Newco, LAT, any LAT Subsidiary or any other person and notified in writing by Newco or LAT to Lockheed in accordance with the notification provisions of Section 10.10 of the Contribution Agreement.

"Lockheed Controlled Matter" has the meaning given to it in Section 3.1.

"Post-Closing Acquired Property" means any property first owned, leased, used, operated or otherwise controlled by LAT or any of its Affiliates or Subsidiaries after the Closing Date.

"Previously Discovered Contamination" has the meaning given to it in Section 1.1.

"Previously Owned LAT Property" means any property owned or operated by LAT or any of its Affiliates or Subsidiaries during the period prior to the Closing Date, but excluding the B-6 Property and the Current LAT Property.

"Release" has the meaning given to it in the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

"Remediation Costs" means fees incurred for services of consultants, contractors, experts and laboratories and all other out-of-pocket costs incurred in connection with the investigation, characterization, remediation, or mitigation of the presence of any Hazardous Substances, including, but not limited to, the preparation of any feasibility studies or reports, and the performance of any clean up, remediation, removal, abatement, elimination, containment, restoration, or monitoring work required by any Governmental Entity but excluding any fines, forfeitures, penalties or claims made by third parties relating to the presence of such Hazardous Substances.

"Remediation Work" has the meaning given to it in Section 3.1.

"Threshold Amount" has the meaning given to it in Section 1.1.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

LAT HOLDINGS, L.L.C.
a Delaware limited liability company

By: Viggo Butler

Name: Viggo Butler
Its: Chief Executive Officer

LOCKHEED CORPORATION,
a Delaware corporation

By: John F. Egan

Name: John F. Egan
Its: Vice President, Corporate Development

LOCKHEED AIR TERMINAL, INC.,
a Delaware corporation

By: Viggo Butler

Name: Viggo Butler
Its: President